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MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

FEBRUARY 8-9-10-11-12, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

\* \* \* \* \*

The Joint Western Area Committee convened at 10:00 A.M., Monday, February 8, 1971 at Del Webb's Towne House in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Unions named as Chairman of the Joint Committee, Mr. J.J. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of November 9-10-11-12-13, 1970, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The February, 1971 Agenda was approved as revised.
4. It was moved, seconded, and carried, that the Committee for Local Operations would hear discharge and warning letter cases referred to them by the Main Committee, with the authority to act on these cases in the capacity of the Main Committee.
5. Correction of an error in the transcript:

In the interpretation case involving Article 59 of the Pickup and Delivery Supplement, the quotation "this interpretation shall be effective January 4, 1971 to all carriers" is incorrect. The word "carriers" should be "areas".

6. The Union named the following people to serve on the various committees:

Main Committee

Joe Diviny	Jack Alexander
Verne Milton	Harry Bath
Al Winters	Ernie Hincer - Secretary
Gene Shepherd	Joe Davis - Sgt.-at-Arms

Committee for Local Operations

Art Hardy	Jim Easley
George Rohrer	Harold Reynolds
Harry Marshall	Jack Crotty - Secretary
Mike Olds	

Change of Operations

Horace Manning	Cecil Sainsbury
Robert Rumpy	Bob Porter
Harry Kachadoorian	Joe Morrill - Secretary
Harvey Killman	Hugo Wagner)
Glenn Jones	Cecil Tobin ) - Sgt.-at-Arms
Robert Shaw	

Joint Council #7 Committee

George King  
Roy Williams

(Continued on next Page)



## MINUTES OF MEETING

(Continued)

7. The Rules of Procedure re: payment of fees for parties appearing before the J. W. A. C. were amended as follows:

### PROCEDURE FOR PAYMENT OF FEES FOR PARTIES APPEARING BEFORE THE JOINT WESTERN AREA COMMITTEE

Pursuant to Article 45, Section 2 of the Western States Area Over-the-Road Motor Freight Supplemental Agreement, agreements supplemental thereto and other agreements and in order to implement the provisions of said agreements the parties hereby set forth the following Rules of Procedure for those Employers and Unions who appear before the Joint Western Area Committee.

1. Where a grievance case has been deadlocked at a lower level proceeding and a party wishes to pursue that grievance to the Joint Western Area Committee, said grievance will be heard in accordance with the following terms:
  - (a) Upon receipt of notice of a deadlock the grieving party shall immediately (not to exceed ten days, except as provided in Article III (a)(1) of the Joint Western Area Committee Rules of Procedure) notify the Joint Secretaries of the Joint State Committee of its intention to proceed with the grievance at the Joint Western Area Committee level.
  - (b) The Joint Secretaries of the Joint Western Area Committee shall, after a decision is made in a particular case, bill the \$25 to the party which does not prevail. If there is a deadlock, the Joint Western Area Committee shall bill the amount of \$12.50 to each party. In other instances where the decision in a particular case indicates that the assessment of charges should be made against both parties, or against neither party, the co-chairman of the applicable Joint Western Area Committee shall determine the allocation of the charges to be made against the parties.
  - (c) Notwithstanding the foregoing provisions, in all cases involving a request for a change of operations, a \$25 fee shall be billed to the Employer. No other fee shall be required of any party participating in such case.
  - (d) In all cases filed as a clarification of a Change of Operations Committee decision, the party or parties filing the request for clarification shall be billed the \$25 fee. No other fee shall be required of any party participating in such case.

BE IT FURTHER RESOLVED that,

### BANK ACCOUNTS AND DISBURSEMENTS OF FUNDS

The joint-secretaries shall receive the fees and disburse the funds provided for in Article 45, Section 2 of the Western States Over-the-Road Motor Freight Supplemental Agreement, agreements supplemental thereto and other agreements, as provided in the 'Procedure for Payment of Fees for Parties Appearing Before the Joint Western Area Committee' and to defray the expenses of the Committee. All fees coming into the hands of the joint-secretaries shall be immediately deposited in a trustee account, naming the joint-secretaries as trustees for the Joint Western Area Committee, and shall not be withdrawn or disbursed except on two signatures being the signatures of each of the joint-secretaries.

#### NOTE:

THE MAY, 1971 MEETING OF THE JWAC WILL BE HELD AT DEL WEBB'S  
TOWNE HOUSE MOTOR HOTEL - MARKET & 8TH - SAN FRANCISCO.

8. Adjournment 12:00 P. M.



MULTI-CONFERENCE CHANGE OF OPERATIONS



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

\* \* \* \* \*

Case #  
MC-CO-26-11/70

CONSOLIDATED FREIGHTWAYS

Multi-  
Conference

Locals involved: 224, Los Angeles, California  
741, Seattle, Washington  
468, Oakland, California

Change of  
Operations

Blanket protest of the seniority dates as posted at the Seattle Washington terminal of Consolidated Freightways dated January 5, 1971.

Clarification

DECISION:

(Multi-Conference Change of Operations - Transcript Pgs. (2-105/ - 2/9/71))

M/m/s/c/ that it be the determination of this committee that the line seniority dates of the following drivers shall be as set forth below:  
Local 224, Lovett, June 23rd, 1959.

For Local 180: Chambers, August 21st 1962; Dorries, July 27th, 1959; Hulstine, August 27th, 1959; Liebelt, January 11, 1961; Zingg, March 21st 1963; Funk, April 14th 1963; P. Johnson, April 11th 1963; E. Christensen, January 11th, 1961; A. V. Neal, March 4th, 1953; W. Tout, March 4th, 1953; A. J. O'Connell, March 15th, 1966; G. J. Roza, May 24th, 1961.

Local 468: The Oakland seniority list shall be reconstructed in accordance with this committee's decision in November, 1970, which decision is again ratified and confirmed with the understanding that the four drivers transferred in from Redding (Ong, Leman, Brown and Stanfield) be given their Redding seniority dates.

Local 150: The seniority list as reconstructed by the company is again ratified and confirmed, and driver Lilley's seniority date on that list is March 21st, 1961.

Local: 741: The company's reconstructed seniority list is ratified and confirmed with the following notations: R. B. Allen, 10-10-56; O. K. Nelson, December 25th, 1942; William E. Girus, March 20th, 1950, R. W. Reade, 7-19-59.

Because all of the evidence indicated that the company has acted in good faith in attempting to implement the decision of this Multi-Conference Committee, it is expressly determined that there will be no money claims resulting from any modifications of seniority dates as indicated above.

Because a misunderstanding in the bidding procedure occurred at the company's West Richfield, Ohio terminal, the following provisions will be put into effect:

If, during the next 90 days from this date, the company must add drivers to any of the relay points involved in MC-CO-26-11/70 and the master layoff list has been exhausted, they will offer this work to the laid-off drivers based at West Richfield ahead of new hires.

If any West Richfield driver accepts the offer, he will go on the seniority roster at the transfer point as a new hire but retain his company seniority for fringe benefits only. The driver must pay all of his moving expense and will have no right to return to West Richfield.

The company will only be required to make one offer to any driver.



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.  
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Case #  
MC-CO-4-2/71

T.I.M.E., DC., INC.

Multi-  
Conference

Locals involved:

104, Phoenix, Arizona  
150, Sacramento, California  
180, Los Angeles, California  
224, Los Angeles, California  
439, Stockton, California  
468, Oakland, California  
941, El Paso, Texas  
961, Denver, Colorado  
  
577, Amarillo, Texas  
886, Oklahoma City, Oklahoma  
  
710, Chicago, Illinois

Change of  
Operations

The Change of Operations as it appears in the February, 1971 Agenda has been postponed until further modifications and changes have been made.

DISPOSITION:

Postponed.

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Case #  
MC-CO-23-11/70

Local 224, Los Angeles, California

Multi-  
Conference

Company involved: Ringsby System

Change of  
Operations

Request for clarification as it pertains to the seniority of Local 224 men on lay-off.

Clarification

DECISION:

(Multi-Conference Change of Operations - Transcript Pgs. 106-122-  
(2-9-71)

M/m/s/c/ that the decision made by this committee in November, 1970 is reaffirmed.

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CHANGE OF OPERATIONS



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 839, Pasco, Washington  
8-5-1967 Local 483, Boise, Idaho

Change of Company involved: United-Buckingham Freight Lines  
Operations

Clarification Case #2749 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by Boise driver on April 9/70. (Filed under Article 53, Paragraph E).  
Case #2753 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by a Boise driver on March 24/70. (Filed under Article 53, Paragraph E).

DECISION: (Change of Operations - Transcript Pgs. 87-100/ - 2/9/71)  
M/m/s/c/ that it be referred back to the Washington Joint State Committee to be heard on its facts.

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Case # Consolidated Freightways-Cartage & Container Division  
5-9-4435

Change of Local involved: 235, Orange, California  
Operations

Clarification The company and union request clarification of portions of Change of Operations dated May, 1969-Case #5-9-4435.

DISPOSITION: Withdrawn without prejudice.

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Case # Local 224, Los Angeles, California  
11-9-4844

Change of Company involved: Valley Copperstate System  
Operations

Clarification Case SC-4-(2)-70-5781: On behalf of Charles E. Nunley, union protests the position he has on the seniority roster dated 12/7/69.  
Case #SC-4-(2)-70-5782: On behalf of Robert J. Shockley, union protests seniority roster dated 12/7/69.  
Case #SC-4-70-6268: On behalf of Philip K. Fitzgerald, Union is claiming his original Fresno line seniority date of 5/26/53.  
Case #SC-4-70-6270: On behalf of driver J. B. Gunn, Union protests his position on the seniority roster dated 12/7/69.

DECISION: (Change of Operations Committee-Transcript Pgs.239-272/ -2/10/71)  
M/m/s/c/ in response to the request of Local 224 for clarification regarding the committee's decision approving the company's request to discontinue bid or assigned equipment matched dispatches and bid or fixed starting times, the approval of the company's request in this regard applied to all California locals, including Local 224. In answer to the questions raised by Local 224 regarding the runaround claim of Donald Couch in September of 1970 and the runaround claim of John Travers in July of 1970, it is the determination of this committee that the company is not in violation of the Change of Operations when it sends Phoenix drivers into L. A. on a bid schedule and they return following their rest and a bid L. A. man does not run that day. Accordingly, the claims of L. A. driver Travers and L. A. driver Couch are referred back to the Southern California Joint State Committee to be determined on their facts.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 85, San Francisco, California  
11-9-4846

Change of Operations Company involved: All-Trans Express

Clarification Clarification of seniority date based on Change of Operations (employee - J. Zlendick).

DECISION: (Change of Operations Committee-Transcript Pgs. 11-37/- 2/9/71)  
M/m/s/c/ based on the information submitted to the committee at the hearing on February 8th, 1971, that it be the determination of this committee under the authority of Article 5, Section 7, of the National Master Freight Agreement the following seniority dates shall be used on the company's line seniority list for Local 85 in San Francisco:

- (a) Menoletti, August 1, 1959.
- (b) Benzo, January 2nd, 1954.
- (c) Zlendick, January 2nd, 1954 (junior to Benzo);

that there be no retroactive application of these seniority dates and no money claims as a result of this determination; that this decision be effective February the 15th, 1971.

Case # Consolidated Freightways  
5-70-5327

Change of Operations Local involved: 307, Casper, Wyoming

Clarification Company requests clarification of seniority provisions in the decision granted covering JWAC Change of Operations Case #5-70-5327. Transcript reads: "Employment in Consolidated Freightways System." Believe intent was "Employment in Consolidated Freightways Bulk Commodity Division."

DECISION: (Change of Operations - Transcript Pgs. 411-413/ - 2/11/71)  
M/m/s/c/ in answer to the request for clarification it be the determination of the committee that in our decision in this case dated May 13th, 1970 we intended to restrict the offer of employment to the Company's bulk commodity division.

Case # Consolidated Freightways  
8-70-5344 Pacific Intermountain Express

Change of Operations Local involved: 148, Wenatchee, Washington

Due to a continuing low volume of business in the Wenatchee area Consolidated Freightways proposes to close its Wenatchee terminal and have P.I.E. perform the pickup, delivery, dock and clerical work for Consolidated Freightways in the Wenatchee area.

DISPOSITION: Withdrawn without prejudice.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways  
8-70-5349

Change of Operations Local involved: 839, Pasco, Washington

Clarification Carl Smith who was employed by Consolidated Freightways at Walla Walla until the recent change of operations - Case #MC-CO-15-8/70) heard on August 11/70, is protesting his position on the Kennewick seniority roster as posted November 17/70. He is asking for a clarification of the rule as concerns redomiciled employees who were employed at a terminal which was closed and the work transferred to another station.

DECISION: (Change of Operations - Transcript Pgs. 79-86/ - 2/9/71)  
M/m/s/c/ in Case 8-70-5349, from the information submitted to the committee by the parties regarding the amount of work performed by Smith and Hutchins, that it is the committee's determination that there is not sufficient work to require additional regular employees at Kennewick at this time.

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Case # Ringsby System  
8-70-5364

Change of Operations Locals involved: 81, Portland, Oregon  
150, Sacramento, California  
224, Los Angeles, California  
468, Oakland, California  
690, Spokane, Washington  
741, Seattle, Washington  
911, Klamath Falls, Oregon

Company proposes to eliminate its Oakland-Medford and its Sacramento-Medford and its Portland-Medford and its Seattle-Portland and its Portland-Spokane operation and to establish in lieu thereof a domicile point for line drivers in Bend, Oregon, who will operate on a rotating board to Oakland, Sacramento, Portland, Seattle, and Spokane.

DISPOSITION: Withdrawn without prejudice.

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Case # Valley Copperstate System  
8-70-5373

Change of Operations Local involved: 224, Los Angeles, California

PRESENT OPERATION:

One bid peddle run from Los Angeles to San Bernardino. Driver based at Los Angeles.

PROPOSED CHANGE:

Discontinue bid peddle run. Freight destined to San Bernardino will be interlined to other carriers at Los Angeles.

DECISION: (Change of Operations - Transcript Pgs. 209-221/ - 2/10/71)  
M/m/s/c/that the company's request be approved as clarified on the record, to be effective no sooner than February 15th 1971.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # McCracken Bros. Motor Freight  
8-70-5513

Change of Locals involved: 57, Eugene, Oregon  
Operations 81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

DISPOSITION: Postponed.

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Case # Durkee Famous Foods  
11-70-5529

Change of Local involved: 70, Oakland, California  
Operations

Request by Local 70 of Interpretation of the motion in  
Change of Operations Case #5-70-5340.

DECISION: (Change of Operations - Transcript Pgs. 385-392/ - 2/11/71)  
M/m/s/c/that we reaffirm our previous decision, and based on the information sub-  
mitted the decision has been carried out properly.

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Case # Local 104, Phoenix, Arizona  
11-70-5537 Local 941, El Paso, Texas

Change of Company involved: Lee Way Motor Freight, Inc.  
Operations

Clarification The basis for this request, according to the information avail-  
able to the Local Union is there is a difference of opinion as to  
how additional straight through regular runs are to be added and  
the order of eliminating runs in the event of loss of business and  
the protection of the extra board in El Paso, Texas.

DECISION: (Change of Operations - Transcript Pgs. 101-119/ - 2/9/71)  
M/m/s/c/that it be approved as clarified on the record by the Company.

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Case # O.N.C. Motor Freight System  
11-70-5539

Change of Locals involved: 468, Oakland, California  
Operations

Refiling Local 468 has now withdrawn their protest to that portion of the  
above referenced Change of Operation which was denied without  
prejudice by the Change of Operation Committee at their Novem-  
ber, 1970 meeting.

That portion which was denied and which we are now asking to be  
heard again by the committee is:

Foreign drivers taking their rest at San Leandro and San Lean-  
dro-domiciled drivers may be dispatched via Sunnyvale for a  
drop and pick of trailers and/or freight then to continue on to  
their destinations.

DISPOSITION: Withdrawn without prejudice.

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# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Ringsby Truck Lines, Inc.  
11-70-5541

Change of Operations Locals involved: 81, Portland, Oregon  
150, Sacramento, California  
468, Oakland, California  
690, Spokane, Washington  
224, Los Angeles, California  
741, Seattle, Washington  
911, Klamath Falls, Oregon

## PROPOSED CHANGE:

- (1) Re-route all traffic between California and the Pacific Northwest through Bend, Oregon, rather than Medford.

DISPOSITION: Withdrawn without prejudice.

Case # Local 690, Spokane, Washington  
11-70-5546

Change of Operations Company involved: Ringsby Pacific, Ltd.

Local 690 is protesting implementation of the decision of Case #11-70-5546 Change of Operations Committee November 11, 1970, on behalf of its members in Spokane.

DECISION: (Change of Operations - Transcript Pgs. 338-346/ - 2/11/71)  
M/m/s/c/that the decision of the Committee rendered November 11th 1970 be re-affirmed.

Case # Silver Wheel Freightlines  
11-70-5549

Change of Operations Locals involved: 81, Portland, Oregon  
883, Hood River, Oregon

Close down Goldendale, Washington terminal.

DECISION: (Change of Operations - Transcript Pgs. 426-428/ - 2/12/71)  
M/m/s/c/that the Company's request to close the Goldendale terminal be approved as clarified on the record.

Case # California Conserving Company  
2-71-5707

Change of Operations Locals involved: 287, San Jose, California  
386, Modesto, California

We are closing down our distribution warehouse at the Davis Canning Company in Atwater, California. We intend to move one truck and driver back to our warehouse operation in San Jose.

DECISION: (Change of Operations - Transcript Pgs. 223-227/ - 2/10/71)  
M/m/s/c/that the Company's request be approved and that Mr. Foster's seniority be dovetailed on the San Jose seniority list.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express, Ltd.  
2-71-5708

Change of Locals involved: 224, Los Angeles, California  
Operations 542, San Diego, California

PRESENT OPERATION:

One bid run operating from Los Angeles to San Diego, California, on turnaround five (5) days each week, except a week in which a holiday occurs, and provided business is sufficient to justify such a run. Driver is required to make additional turnarounds, if so requested. The driver is also subject to call (if driver has hours available) to handle traffic on Saturday, moving between Los Angeles and San Diego.

PROPOSED OPERATION:

One (1) run operating from San Diego to Los Angeles, California, on turnaround five (5) days each week, except a week in which a holiday occurs, and providing business is sufficient to justify such a run. The driver will also be on call (if driver has hours available) to handle additional traffic to Los Angeles on Saturdays.

DECISION: (Change of Operations - Transcript Pgs. 2-10/ - 2/8/71)  
M/m/s/c/ that the Company's request to domicile its turnaround run be approved as clarified by the Company on the record. The opportunity to move to San Diego shall be offered to the man presently bid on the run. And if he does not accept, it shall be offered to the Los Angeles line board in seniority order.

Case # Chesley Transportation Co., Inc.  
2-71-5709

Change of Locals involved: 467, San Bernardino, California  
Operations 692, Long Beach, California

It is the Company's intention to close their Riverside Terminal effective at the close of business on November 25, 1970, and to serve the Riverside area to the extent as directed by their customers, from the Long Beach terminal.

DECISION: (Change of Operations - Transcript Pgs. 120-130/ - 2/10/71)  
M/m/s/c/ that the Company's request to close its Riverside terminal be approved with the following provisos:

1. The interim agreement as read into the record by Mr. Wyatt is ratified and confirmed.
2. Effective February 15, 1971 the Company is directed to reconstruct its Long Beach terminal seniority list, dovetailing the Riverside people on that list in their appropriate positions.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways, Inc.  
2-71-5710

Change of Operations Local involved: 983, Pocatello, Idaho

Consolidated Freightways, Inc. proposes to close its terminal at Idaho Falls, Idaho. This area will be served from its Pocatello, Idaho terminal.

DECISION: (Change of Operations - Transcript Pgs. 163-170/ - 2/10/71)  
M/m/s/c/that the Company's request to close its Idaho Falls terminal be approved, to be effective no sooner than February 15th 1971, with the following provisos:

1. All of the Idaho Falls employees (local and office) shall have their seniority dovetailed on the respective Pocatello seniority lists.
2. Three short line or peddle positions shall be offered to the existing Pocatello line seniority list, and any drivers rejecting such positions shall thereafter have no claims to short line or peddle work out of Pocatello but shall retain their line seniority.
3. Any of the three short line or peddle positions not filled under paragraph 2 above shall be offered to the dovetailed Pocatello local seniority list.
4. If any of the drivers on the line seniority list accept the short line or peddle positions under paragraph 2 above and thereafter either retire or bid off such positions, the vacancy or vacancies shall go to the local seniority list and the line seniority list shall thereafter have no claims to short line or peddle work out of Pocatello.
5. All of the applicable terms and conditions of the Utah-Idaho short line rider shall continue to apply to Consolidated Freightways' short line or peddle operation out of Pocatello, except as expressly modified by the above.

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Case # Consolidated Freightways  
2-71-5711

Change of Operations Locals involved: 150, Sacramento, California  
439, Stockton, California

Consolidated Freightways intends to transfer its rating and billing function from our Stockton terminal to our Sacramento terminal.

DISPOSITION: Postponed.

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Case # Encinal Terminals - Shippers Express  
2-71-5712

Change of Operations Locals involved:

	70, Oakland, California
	85, San Francisco, California
	137, Marysville, California
431, Fresno, Calif.	208, Los Angeles, California
439, Stockton, Calif.	357, Los Angeles, California
468, Oakland, Calif.	495, Los Angeles, California
542, San Diego, Calif.	287, San Jose, California
576, San Jose, Calif.	315, Martinez, California
856, San Francisco	386, Modesto, California

On February 1, 1971, Shippers Express Company and Encinal Trucking Division of Encinal Terminals will merge. It is our intent to change the name of the Company to SHIPPERS-ENCINAL EXPRESS, INC.

DECISION: (Change of Operations - Transcript Pgs. 45-78/ - 2/8/71)  
M/m/s/c/that the proposal to merge Shippers Express Company and Encinal Trucking Division of Encinal Terminals be approved as clarified on the record with the following provisos:

- (a) The two Local 287 employees' (Beard and Gospodinitch) seniority dates shall be April 18 1969 for both work selection and layoff and their company senior-

(Continued on next Page)



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Encinal Terminals - Shippers Express (Continued)  
2-71-5712

ity dates of July 17 1961 and August 21 1961 respectively shall determine length of vacations;

- (b) The request of Local 386 to treat the routes of their two employees as "house accounts" is denied;
- (c) The request of Local 542 to advance the present layoff dates of the laid-off San Diego employees is denied.

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Case # Garrett Freightlines, Inc.  
2-71-5713

Change of Locals involved: 2, Butte, Montana  
Operations 190, Billings, Montana

Garrett Freightlines, Inc. proposes to change their line operation between Butte, Montana and Billings, Montana.

We request authority to run our line operation returning from Butte to Billings via Dillon, Montana, when necessary, to pick up freight at Dillon, Montana.

DECISION: (Change of Operations - Transcript Pgs. 176-179/ - 2/10/71)  
M/m/s/c/that the Company's requested change of operations be approved.

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Case # Garrett Freightlines, Inc.  
2-71-5714

Change of Locals involved: 154, Seattle, Washington  
Operations 313, Tacoma, Washington  
741, Seattle, Washington

Garrett Freightlines, Inc. proposes to close its Tacoma terminal and serve the area from its Seattle terminal.

DECISION: (Change of Operations - Transcript Pgs. 187-208/ - 2/10/71)  
M/m/s/c/that the Company's request to close its Tacoma terminal be approved as clarified by the Company on the record.

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Case # Garrett Freightlines, Inc.  
2-71-5715

Change of Locals involved: 222, Salt Lake City, Utah  
Operations 224, Los Angeles, California

Garrett Freightlines requests authority to change its division operation between Salt Lake City and Los Angeles.

## PROPOSED OPERATION:

Eliminate the four turnaround schedules between Cedar City and Las Vegas, and run from Salt Lake City to Las Vegas.

Cedar City drivers are on a common seniority list with Salt Lake City drivers and will be moved to Salt Lake City.

The Los Angeles to Las Vegas portion of the operation will not be affected and will continue as presently operated.

DECISION: (Change of Operations - Transcript Pgs. 171-175/ - 2/10/71)  
M/m/s/c/that the Company's requested operational change be approved as clarified by the Company on the record.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Golden West Freight Lines  
2-71-5716

Change of Locals involved: 150, Sacramento, California  
Operations 386, Modesto, California

The Company requests the right to create a terminal facility at Sacramento to service those towns and metropolitan areas within the jurisdiction of Teamsters Local 150. This would require two Teamsters being employed for the Sacramento terminal opening.

DECISION: (Change of Operations - Transcript Pgs. 39-44/ - 2/8/71)  
M/m/s/c that the Company's request be approved as clarified on the record.

Case # I-5 Freightlines, Inc.  
2-71-5717

Change of Company desires to utilize short line classifications in accordance with the provisions of Article 54, Section (e) of the Over-the-Road Supplemental Agreement, and the Oregon short line stipulation, when expedient to do so, at its Salem terminal.  
Operations

DECISION: (Change of Operations - Transcript Pgs. 415-425/ - 2/12/71)  
M/m/s/c that the Company's request to operate short line out of its Salem terminal be approved. Driver Hillyer shall be afforded first opportunity on this work provided that when it is put into effect he shall no longer have seniority rights on the Portland seniority list.

Case # Kings County Truck Lines  
2-71-5718

Change of Locals involved: 94, Visalia, California  
Operations 224, Los Angeles, California  
386, Modesto, California

We are presently scheduling two layovers out of Tulare every day and one layover out of Modesto every other day to Los Angeles.

We propose to move out two Tulare schedules to Los Angeles in order to utilize the equipment during the day by the local men and at night on turnarounds into Tulare. Also this will release two Los Angeles local tractors for use somewhere else in the system.

We propose to move a second schedule to Modesto to run alternate to the one schedule already in Modesto in order to give us full coverage five days a week in Los Angeles and Modesto.

DECISION: (Change of Operations - Transcript Pgs. 393-410/ - 2/11/71)  
M/m/s/c that the Company's request to redomicile two Tulare drivers to Los Angeles and one Tulare driver to Modesto be approved. The new positions shall be offered on a seniority basis to the present Tulare seniority list. Those drivers relocating to Los Angeles shall have their seniority dovetailed on the Los Angeles line seniority list. As to the Modesto short line list: The Company and the Union are directed to meet and resolve the seniority application bearing in mind the provisions of Article 5, Section 5 of the National Master Freight Agreement. If they cannot resolve the matter, it should be returned to this Committee for determination. This change is to be effective no sooner than February 15th 1971.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # MILNE TRUCK LINES, INC.  
2-71-5719

Change of Locals involved: 104, Phoenix, Arizona  
Operations 224, Los Angeles, California

PRESENT OPERATION:

- (1) Three bid runs per night 5 nights per week Los Angeles, California to Tucson, Arizona (via Yuma, Arizona), layover and return (6 bid drivers domiciled at Los Angeles, Calif, operating on a 3 and 2 basis).
- (2) All overflow, over and above the above specified operation, either dispatched from Los Angeles extra board direct Los Angeles to Tucson (via Yuma) or Los Angeles to Phoenix, Arizona (Los Angeles or Phoenix bid or extra board drivers) to be handled from Phoenix to Tucson by Phoenix-domiciled extra board drivers on a turnaround basis.

PROPOSED OPERATION:

- (1) Three bid runs per night, 5 nights per week Los Angeles, California to Tucson, Arizona, layover and return, either thru Yuma, Arizona or Phoenix, Arizona on a thru open door operation, as the freight flow requires. (6 Bid drivers domiciled at Los Angeles, California, operating on a 3 and 2 basis).
- (2) All overflow over and above the above specified operation to be handled by the Los Angeles extra board on a thru open door operation, as the freight flow requires.
- (3) No drivers will be redomiciled if the proposed operation is granted.

DECISION: (Change of Operations - Transcript Pgs. 273-292/ - 2/11/71)  
M/m/s/c/in Case 2-71-5719, since it appears to the Committee that there is not sufficient information to determine the effect of the Company's proposal on the Phoenix drivers, that the Committee retain jurisdiction of this case until the May agenda. And the parties are directed to have further discussions and present additional information in support of their respective positions at that time.

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Case # Navajo Freight Lines, Inc.  
2-71-5720

Change of Locals involved: 150, Sacramento, California  
Operations 439, Stockton, California

PRESENT OPERATION:

Clerical work for Sacramento terminal is being performed at the Manteca, California terminal. Do not have any office employees in Sacramento.

PROPOSE:

Have the clerical work for Sacramento terminal performed at the Sacramento terminal. This will amount to one full time job. Propose to allow one qualified person to follow this work.

DISPOSITION: Withdrawn without prejudice.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.  
2-71-5721

Change of Locals involved: 180, Los Angeles, California  
Operations 492, Albuquerque, New Mexico

Allow Local 180 drivers to pull all Las Vegas loads, in excess of one handled by Albuquerque daily from Albuquerque, from Amarillo, Albuquerque, Gallup and Santa Fe.

DECISION: (Change of Operations - Transcript Pgs. 429-435/ 2/12/71)  
M/m/s/c/that the Company's request be approved as clarified by the Company on the record.

Case # O. N. C. Motor Freight System  
2-71-5722

Change of Local involved: 962, Medford, Oregon  
Operations

The following is the manner which O. N. C. Motor Freight System would propose to put into operation the newly acquired Interstate Rights between Grants Pass and Crescent City.

The flow of traffic requires the run to be operated from Portland, Oregon with Portland-domiciled drivers. The run will be operated in the normal relay manner with the right to drop and pick freight and/or trailers at intermediate points.

DECISION: (Change of Operations - Transcript Pgs. 473-476/ - 2/12/71)  
M/m/s/c/that the Company's request be approved.

Case # Pacific Intermountain Express Co.  
2-71-5723

Change of Locals involved: 81, Portland, Oregon  
Operations 222, Salt Lake City, Utah  
448, Missoula, Montana  
670, Salem, Oregon  
690, Spokane, Washington  
741, Seattle, Washington

The Company requests approval of the following changes:

- I. Ontario operation between Salt Lake City, Portland and Seattle.
- II. Seattle - Spokane operation.
- III. Spokane - Missoula operation.

PRESENT SPOKANE-MISSOULA OPERATION:

Presently running Spokane to Lookout and Missoula to Lookout turn with extra schedules running Spokane to Missoula and turning.

PROPOSED SPOKANE-MISSOULA OPERATION:

Establish Spokane to Missoula and turn on all schedules, as presently being done on extra schedules.

Displace the one Missoula line driver. (The Company would propose that the driver be given the opportunity to move into an available opening in the Missoula local operation or transfer to the Spokane line operation.)

DECISION: (Change of Operations - Transcript Pgs. 324-337/ - 2/11/71)  
M/m/s/c/that the Company's request for an operational change in Case 2-71-5723 be approved as clarified by the Company on the record, to be effective immediately.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Motor Trucking Company  
2-71-5724

Change of Operations Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon  
324, Salem, Oregon  
689, Coos Bay, Oregon  
911, Klamath Falls, Oregon  
962, Medford, Oregon

The Company requests approval of the cancellation of the Portland-Eugene turn as a bid run. Cancellation of the Salem-Eugene turn bid run. Cancellation of the Albany-Portland bid run. Cancellation of the Eugene-Coos Bay turns as a bid run, and the cancellation of the Portland-Tillamook turns as a bid run, and the cancellation of the Newport-Portland turns as a bid run, and the recognition of a Eugene-Coos Bay double turn, with an option of the double turn driver being utilized to other turn points on second leg of assignment, and the recognition of a Coos Bay-Eugene double turn run with the option of utilizing driver to other points on second leg of assignment, and the establishment of a Portland - Grants Pass turnaround run.

DECISION: (Change of Operations - Transcript Pgs. 436-457/ - 2/12/71)  
M/m/s/c/that the Company's request be approved as clarified on the record. To be effective no sooner than February 15th 1971.

Case # Pacific Motor Trucking Company  
2-71-5725

Change of Operations Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon  
324, Salem, Oregon  
689, Coos Bay, Oregon  
911, Klamath Falls, Oregon  
962, Medford, Oregon

In accordance with the provisions of Article 54, Section (e) of the Over-The-Road Supplemental Agreement, and the Oregon short line stipulation, the Company desires to utilize short line assignments, when expedient to do so, at all Oregon terminals.

DECISION: (Change of Operations - Transcript Pgs. 458-472/ - 2/12/71)  
M/m/s/c/that the Company's request be approved as clarified on the record, to be effective no sooner than February 15th 1971.

Case # Pozzi Brothers Transportation Company  
2-71-5726

Change of Operations Local involved: 154, Seattle, Washington

The principal office of Pozzi Brothers Transportation Co. is in Kent, Washington and the Company operates a sub-office at Tacoma, Washington, which is approximately 18 miles away. This proposed Change of Operations is to allow the transfer of two items, namely Journal Entries and Advances from the Tacoma sub-office to the main office in Kent.

DECISION: (Change of Operations - Transcript Pgs. 293-305/ - 2/11/71)  
M/m/s/c/that this case be referred back to the parties, as it is not a Change of Operations.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Ringsby System  
2-71-5727

Change of Local involved: 17, Denver, Colorado  
Operations

The foregoing proposed Change of Operations is the result of a Civil Action No. C-20957, Division 2, of the District Court of the City and County of Denver.

On January 15, the Court issued a preliminary restraining order against Ringsby Truck Lines. The substance of the restraining order prohibits Ringsby Truck Lines from utilizing the services of United-Buckingham pickup and delivery employees on Ringsby's Denver dock in a manner permitted in JWC Case No. 8-70-5398, (Local 17 vs. Ringsby System)

PROPOSED CHANGE:

That the combined or merged Ringsby System - United-Buckingham Denver Terminal dock and pickup employees would merge, or dovetail seniority be required to work a Monday through Friday, Tuesday through Saturday, 85% bid work week schedule as permitted by Article 59, Section 1 (d), of the Western States Area Supplemental Pickup and Delivery Agreement and as permitted in JWC Case No. 8-70-5398.

DECISION: (Change of Operations - Transcript Pgs. 347-368/ - 2/11/71)  
M/m/s/c that the Company's request to merge the former Denver local terminal operations of United-Buckingham into the Denver local terminal operations of Ringsby be approved as proposed by the Company. The Company is directed to prepare a seniority list of all the local terminal employees and all of the Ringsby local terminal employees dovetailed on the basis of their previous local terminal seniority dates. This dovetailed list is to include former laid-off Ringsby employees. In the event the ICC does not approve the merger of the two companies, the dovetailed seniority list referred to above shall be separated as before unless otherwise mutually agreed to by the Company and the Union. In the event the Company requires additional hostlers at Denver, the additional positions shall be offered in seniority order (subject to qualification) to the dovetailed list.

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Case # Silver Eagle Company  
2-71-5728

Change of Locals involved: 154, Seattle, Washington  
Operations 223, Portland, Oregon

On January 22, 1971, a UNIVAC 9200-11 will be installed at our Portland terminal. This installation will become operative as of February 1, 1971 and therefore, some of the work presently being performed at Secoma will be subsequently transferred to our Portland office.

DECISION: (Change of Operations - Transcript Pgs. 306-310/ - 2/11/71)  
M/m/s/c that the Company be directed to offer employment at Portland to the displaced office personnel ahead of new hires; one offer per person being sufficient to fulfill this requirement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # United-Buckingham Freight Lines  
2-71-5729

Change of Local involved: 81, Portland, Oregon  
Operations

Eliminate Portland - Pasco turn as a bid and utilize only when expedient.

DECISION: (Change of Operations - Transcript Pgs. 160-162/ - 2/10/71)  
M/m/s/c that the Company's request to eliminate its Portland-Pasco bid turn be approved, to be effective immediately.

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Case # Universal Transport System, Inc.  
2-71-5730

Change of Local involved: 468, Oakland, California  
Operations

At present Universal Transport System, Inc. operates a terminal in the jurisdiction of Teamsters Local 468.

Universal finds this operation uneconomical to continue and is hereby requesting a filing be made at the February meeting for Change of Operation by closing this terminal.

DISPOSITION: Withdrawn.

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Case # Victor California  
2-71-5731

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California

This letter is to inform you that effective January 25, 1971, Victor California is partially closing and transferring our cylinder facilities now located at our San Francisco store (854 Folsom St.) On this date we will transfer our delivery trucks and the major portion of the San Francisco cylinder stock to our Berkeley facility (2424 Sixth St.) Berkeley based units will then provide service to San Francisco customers as necessary.

DECISION: (Change of Operations - Transcript Pgs. 477-478/ - 2/12/71)  
M/m/s/c that the case be made a matter of record and approved as filed, subject to any future objections filed by any of the parties.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Western Gillette, Inc.  
2-71-5732

Change of Operations Locals involved: 467, San Bernardino, California  
871, Pomona, California

Western Gillette presently has a joint terminal at Guasti, California which services Victorville, Barstow, San Bernardino and that general area. Out of this terminal, all points in that area that Desert Express has authority to handle is being handled by Guasti personnel with the exception of the one man that is domiciled in Barstow and he gets freight at Victorville from a Guasti driver.

In separating these two companies, Desert Express anticipates establishing a terminal in the San Bernardino area or the area within the jurisdiction of Local 467.

DECISION: (Change of Operations - Transcript Pgs. 180-186/ - 2/10/71)  
M/m/s/c/that the Company's requested change of operations be approved as clarified on the record.

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Case # Western Gillette, Inc.  
2-71-5733

Change of Operations Locals involved: 104, Phoenix, Arizona  
224, Los Angeles, California

This Company now has in existence between Los Angeles and Phoenix, a turnaround operation, breaking at Blythe, California. The Phoenix portion works six days a week and the Los Angeles portion of this turnaround works five days a week. The Company desires to change this turnaround point to Desert Center, which will ultimately cause these turnaround runs to be as near equal in mileage as can possibly be attained.

DECISION: (Change of Operations - Transcript Pgs. 369-384/ - 2/11/71)  
M/m/s/c/that the Company's request to relocate its meet and turn point from Blythe to Desert Center be approved. With regard to the balance of the Company's request:

- (a) The Company is directed to operate five (5) Los Angeles-Desert Center turns and five (5) Phoenix-Desert Center turns on a five-day basis subject to the availability of freight;
- (b) The Company's request to eliminate the Phoenix-Blythe turn with line drops is approved.

This change is to be put into effect no sooner than February 28th 1971.

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# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Western Gillette, Inc.  
2-71-5734

Change of Operations Locals involved: 208, Los Angeles, California  
224, Los Angeles, California  
357, Los Angeles, California  
533, Sparks, Nevada  
982, Lancaster, California

Presently Western Gillette, Inc. has a line operation out of its main terminal facility at 2600 East 28th Street in Los Angeles; Los Angeles to Reno, Nevada, servicing the intermediate terminals as their hours of service will permit. The primary operation is a through operation, Los Angeles to Reno. This is done by Local 224 line drivers. Presently they have four bids out of Los Angeles. Through a request for a Change of Operation before the JWAC, Western Gillette, Inc. was granted authority to operate Desert Express, Inc. and establish it as a separate entity. We now propose to take the present Los Angeles - Reno operation and merge it into Desert Express operation located at 9925 East Frontage Road, South Gate, California.

DECISION: (Change of Operations - Transcript Pgs. 311-323/ - 2/11/71)  
M/m/s/c/that the Company's request be approved as clarified by the Company on the record. The two Local 357 Desert employees on layoff shall be recalled first, and the remaining Local 357 positions shall be offered to the existing Western complement on a seniority basis. The Local 208 positions shall be offered to the existing Western complement on a seniority basis, and the same application shall govern the Local 224 positions. The same rights to return to Western Gillette in the event of layoff as were included in Case No. 8-70-5375 shall apply.

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Case # Western Milk Transport, Inc.  
2-71-5735

Change of Operations Locals involved: 224, Los Angeles, California  
431, Fresno, California  
468, Oakland, California

Presently, we have 13 line drivers domiciled at Oakland. These runs operate predominately between Oakland and our Los Angeles, Paramount Terminal.

Changes in our business now dictate change of operations with redomicile for some of these 13 line drivers as follows:

- A. Six (6) line drivers now based and to remain domiciled and operating out of Oakland.
- B. Redomicile five (5) line drivers and their assigned equipment to Los Angeles, Paramount Terminal.
- C. Redomicile two (2) line drivers and their assigned equipment to operate out of our Fresno terminal.

DECISION: (Change of Operations - Transcript Pgs. 131-159/ 2/10/71)  
M/m/s/c/that the Company's requested operational change be approved as clarified on the record, to be effective no sooner than February 15th 1971. The opportunities to remain at Oakland or redomicile at Los Angeles and Fresno shall be offered to the 13 Oakland line drivers on a seniority basis. Those drivers electing to relocate shall carry their full line seniority dates with them for all purposes, and in the event as a result of pending jurisdictional hearings some of the Company's present Los Angeles employees are awarded to Local 224 the redomiciled Oakland drivers shall have their seniority dovetailed with such employees for the purpose of layoff and bidding on available line jobs.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Inland Cities Express  
2-70-5842

Change of Locals involved: 137, Marysville, California  
Operations 467, San Bernardino, California  
439, Stockton, California

PROPOSED OPERATION:

Open terminal. Manteca - Local 439. Company will employ men to pick up and deliver freight in Bay Area and return to Manteca on short line run basis. All work north of Manteca and within cartage area will be performed by Manteca employees.

Line Operation: Riverside - Local 467

The line operation will be operated out of Riverside to Manteca with a layover at Manteca and return to Riverside. The Company will start with six bid positions and pull extra runs off the local board. Bids to be determined by freight available.

Red Bluff - Local 137

One man. This man will load trailers in Red Bluff and do local work as available.

DECISION: (Change of Operations - Transcript Pgs. 479-498/ - 2/12/71)  
M/m/s/c/that the Company's request be approved. The Company shall be directed to offer employment at Manteca to the Riverside employee who bid such work last summer. And if he accepts such employment, he shall be placed on the Manteca seniority list dovetailed on the basis of his Riverside seniority date. If within one year from the date of this decision additional openings occur at Manteca and there are men on layoff at Riverside, such laid-off employees shall be offered employment at Manteca ahead of new hires. Such employees shall go to the bottom of the Manteca seniority list and retain Company seniority for length of vacation only.

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Case # Salt Creek Freightways  
2-70-5843

Change of Locals involved: 307, Casper, Wyoming  
Operations 961, Denver, Colorado

The "Agreed To" operational change as submitted is protested by Local 307.

DECISION: (Change of Operations - Transcript Pgs. 228-238/ - 2/10/71)  
M/m/s/c/that the "approved" operational change filed with this Committee with covering letter dated December 22nd 1970 be referred back to the parties with the suggestion that they review the same in light of the seniority provisions of Article 5 of the National Master Freight Agreement.



MAIN COMMITTEE

COMMITTEE FOR LOCAL OPERATIONS (P & D)

DISCHARGES & WARNING LETTERS

JOINT COUNCIL #7 COMMITTEE

THESE CASES APPEAR IN NUMERICAL ORDER



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at  
Council #7 the consignee or shippers in Local 70 jurisdiction. The shipper  
Dispute or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

DISPOSITION: Postponed.

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Case # Local 85, San Francisco, California, and  
2-8-3580 Delta Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is  
Council #7 not, connecting carrier freight.  
Dispute

DISPOSITION: Postponed.

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Case # Encinal Terminal Container Division, and  
2-9-4374 Local 85 - San Francisco, California

Joint It was the position of the Union that the Company cannot pick  
Council #7 and drop with Local 70 men within Local 85's jurisdiction.  
Dispute

DISPOSITION: Postponed.

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Case # Local 287, San Jose, California, and  
2-9-4376 Pacific Motor Trucking

Joint Union claims consignee cannot put loaded pallets on their  
Council #7 rollers for one driver to push into van and hand stack same.  
Dispute

DISPOSITION: Postponed.

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Case # Local 255, Portland, Oregon, and  
8-9-4732 Consolidated Freightways

Automotive Local 255 is in dispute with Consolidated Freightways over a  
Dispute change of hours for shift premium pay for the Parts Room Employees.

DISPOSITION: Postponed.

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Case # Local 287, San Jose, California, and  
8-9-4809 Interstate Motor Lines

Joint Shippers/Consignees Fork Lift entered a van with palletized  
Council #7 freight, which was then unstacked by hand from the pallets and  
Dispute restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice."

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-9-4903 Pacific Motor Trucking Company - Freight Division

Clarification Local 224 on behalf of all affected drivers of P. M. T., Los Angeles, requests a clarification of JWAC Case #11-9-4903.

DECISION: (Main Committee - Transcript Pgs. 403-406/ - 2/11/71)  
M/m/s/c/the Company is operating properly under the previous decision.

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Case # Local 208, Los Angeles, California, and  
11-9-4940 Moser Trucking

P & D For and on behalf of Robert E. Carney: On Saturday, August  
Dispute 2nd, and Saturday, August 9, 1969, the Company used Junior men, Don Palmer, and Derick Garner, without asking Bob Carney. This claim is for 22 1/2 hours at the overtime rate.

DISPOSITION: Settled and Withdrawn.

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Case # Local 150, Sacramento, California, and  
2-70-5074 Union Transportation Company

Full Union requests Company post all equipment for bid.  
Load  
Dispute

DISPOSITION: Withdrawn.

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Case # Local 85, San Francisco, California, and  
2-70-5164 Pacific Motor Trucking

Joint Night hostler picked up freight at the Air Freight Terminals  
Council #7 at San Francisco Airport. Is this payable at 1 1/2 overtime  
Dispute as pick-up and delivery outside of regular daylight hours?

DISPOSITION: Postponed.

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Case # Local 146, Colorado Springs, Colorado, and  
5-70-5231 Rio Grande Motor Way, Inc.

P & D Daniel Jardon states: I am claiming 2 1/2 hours premium pay  
Dispute for March 4, 1970 when Robert Graham who is a twenty per-center was called in ahead of me. He punched in at 5:00 A. M. My bid starting time is 7:00 A. M. He was given a half hour overtime at the bottom of the shift, plus a 2 hour early call-in. There is no 5:00 A. M. regular shift, but this man is being called in regularly at this time.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 146, Colorado Springs, Colorado, and  
5-70-5232 Rio Grande Motor Way, Inc.

P & D Richard H. Polage states: On February 26, 27, and March 5th,  
Dispute Bob Graham was asked by Bob Harbeke to come to work at  
4:30 A.M. On February 26th, 6:00 A.M. on February 27th,  
and 5:00 A.M. on March 5th. These are not regular shifts  
and would be considered premium times. I am time slipping  
for this time - 2 1/2 hours on February 26th, one (1) hour on  
February 27th and two (2) hours on March 5th at time and one-  
half.

DISPOSITION: Postponed.

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Case # Local 146, Colorado Springs, Colorado, and  
5-70-5233 Rio Grande Motor Way, Inc.

P & D Richard Polage states: I am claiming 2 hours premium pay  
Dispute for March 6, 1970 and 2 hours premium pay for March 10th,  
when Robert Graham who is a twenty percenter was called in  
ahead of me. He punched in at 5:00 A.M. Also claiming 2 hours  
premium for March 18th when Robert Graham was called in  
ahead of me. My bid starting time is 7:00 A.M. and there is no  
5:00 A.M. regular shift, but this man is being called in regular-  
ly at this time.

DISPOSITION: Postponed.

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Case # Local 386, Modesto, California, and  
5-70-5328 Associated Freight Lines

P & D Union claims Company worked 8 employees April 6, 1970 and  
Dispute laid off down to 5 employees on April 7, 1970, and asks 80%  
of highest number of employees put to work in week of April 6,  
1970 be guaranteed a 40-hour week pay.

DISPOSITION: Settled and Withdrawn.

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Case # Local 386, Modesto, California, and  
5-70-5330 Delta Lines

P & D Union asking 80% of highest number of employees put to work  
Dispute in week of April 6, 1970 be guaranteed a 40-hour week pay.  
Company worked 21 employees April 6, 1970 and laid off down  
to 11 employees on April 7, 1970.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 150, Sacramento, California, and  
8-70-5407 California Motor Express

P & D The Union was protesting the bid position of a 3:00 A.M. bob-  
Dispute tail, and a 3:00 A.M. tractor driver. They stated that it was  
their opinion that the bid had been abused because the drivers  
were used as dock men for the first four hours of their shift.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and  
8-70-5408 System "99"

Office Union claims violation of Rider #R-166, MS#28, Section 2.  
Dispute Union claims no one was on strike in Sacramento and no one refused to go to work.

DISPOSITION: Withdrawn.

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Case # Local 551, Lewiston, Idaho and United-Buckingham Freight  
8-70-5415 Local 741, Seattle, Washington, and United-Buckingham Freight  
Local 690, Spokane, Wash., and United-Buckingham Freight

P & D Local 313, Tacoma, Washington, and T.I.M.E., DC. Inc.  
Dispute Local 741, Seattle, Washington, and T.I.M.E., DC. Inc.

Local 551, Lewiston, Idaho, and Garrett Freightlines  
Local 551, Lewiston, Idaho, and Garrett Freightlines  
Local 551, Lewiston, Idaho, and Consolidated Freightways

CASE #2736 (U) - Local 551 - United Buckingham Freight Lines

CASE #2738 (U) - Local 741 - Seattle - United Buckingham

CASE #2745 (U) - Local 690-Spokane - United Buckingham Freight

CASE #2761 (U) - Local 313-Tacoma - T.I.M.E., DC. Inc.

CASE #2762 (U) - Local 741-Seattle - T.I.M.E., DC. Inc.

CASE #2788 (U) - Local 551-Lewiston - Garrett Freightlines

CASE #2791 (U) - Local 551-Lewiston - Garrett Freightlines

CASE #2798 (U) - Local 551-Lewiston - Consolidated Freightways

Claims for 40-hour guarantee.

DISPOSITION: Withdrawn.

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Case # Local 150, Sacramento, California, and  
8-70-5440 Sacramento Auto Truck Company

O-T-R Union claims all monies lost for Decker and Egy from February  
Dispute 26, 1970 to date of hearing, when non-bargaining unit people performed work and they were laid off.

DISPOSITION: Withdrawn.

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Case # Local 85, San Francisco, California, and  
8-70-5502 Pacific Motor Trucking

Joint Union claims all employees of Company to be paid full days  
Council #7 pay for May 14, 1970, or difference of 7 1/2 hours pay.  
Dispute

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 85, San Francisco, California, and  
8-70-5503 Pacific Motor Trucking

Joint Senior man was moved from graveyard shift at Redwood City  
Council #7 when this shift was abolished. Union feels he should have been  
Dispute given opportunity to bump into swing shift position at the San  
Francisco terminal, which is held by a junior man.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 287, San Jose, California, and  
8-70-5508 Western Gillette, Inc.

Joint Money claim for men who punched in and did not finish the day.  
Council #7 Union requesting the employees that went to work receive the  
Dispute difference in pay for a full day.

DISPOSITION: Postponed.

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Case # Local 81, Portland, Oregon  
8-70-5518 Local 324, Salem, Oregon, and  
Interstate-Five

Clarification Local 324 is protesting the violation of Article 55, Section 3 (e)  
of the Western States Area Over-the-Road Supplemental Agree-  
ment.

DISPOSITION: Withdrawn.

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Case # Local 17, Denver, Colorado, and  
11-70-5555 Illinois-California Express

P & D Illinois-California Express has subcontracted work out to  
Dispute Admiral Merchants on July 3, 7, 8, 9, 14, and 15, 1970,  
while they had employees on lay off. We are asking that the  
two top senior men laid off be compensated.

DISPOSITION: Settled and Withdrawn.

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Case # Local 45, Great Falls, Montana, and  
11-70-5559 Consolidated Freightways, Inc.

P & D Union stated that the case involved Casual Employees; this  
Dispute Employer has a furniture warehouse and a freight warehouse,  
and casuels are required to work at the furniture warehouse  
as well as the freight warehouse, and it is the freight employees'  
position that the casuels used for the furniture warehouse should  
be included, as freight employees to determine who are the  
85% employees and who are the 15% employees. Consequently,  
the claim for Ecklund is for eight hours at time and a half for  
June 24 which he contends he is entitled to.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
11-70-5560 Consolidated Freightways, Inc.

P & D Local Union #81 is in dispute with the Company over Article  
Dispute #48, Section #16, on behalf of Ray Harmon, who regularly  
works a six day week and was paid only one day when he had  
to attend a funeral on Friday and Saturday August 21, and 22,  
1970.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
11-70-5561 East Texas Motor Freight

Master Local Union #81 is in dispute with the Company over their  
Dispute violation of Article #15 of the National Master Freight Agree-  
ment, in behalf of James E. McMahan.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
11-70-5564 Interstate Motor Lines Freight

Master Local Union #81 is in dispute with the Company over Article  
Dispute 6, Section 1 of the National Master Freight Agreement, involv-  
ing the discontinuance of two (2) men on 100 lb. sacks of exempt  
commodities.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
11-70-5568 Pacific Motor Trucking

O-T-R Local Union #81 is in dispute with the Company over their fail-  
Dispute ure to pay an additional six hours minimum extra dispatch from  
Albany, Eugene and back to Portland for Robert A. Uding.

DISPOSITION: Withdrawn.

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Case # Local 81, Portland, Oregon, and  
11-70-5570 T.I.M.E. DC., Inc.

O-T-R Local Union #81 is claiming a runaround for Nichols and Smith,  
Dispute sleeper team.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
11-70-5571 United-Buckingham Freight Lines

O-T-R Local Union #81 is filing for E. E. Henderson two runaround  
Dispute claims denied by the Company when they failed to dispatch  
properly. They are on July 1, 1970 for \$33.76, and on August  
18, 1970 in the amount of \$42.06.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
11-70-5573 Ringsby Truck Lines

P & D CASE #CV-70-3089: Local 150 vs. Ringsby Truck Lines  
Dispute Union claims money lost from May 25, 1970 through June 5, 1970 when Stockton men performed work of laid off Sacramento men.

CASE #CV-70-3092: Local 150 vs. Ringsby Truck Lines  
Union claims money for Martinez when Stockton man worked dock on May 28, 1970 and June 1 and 2, 1970.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and  
11-70-5577 I. M. L. Freight, Inc.

P & D On June 25 and 26, and on July 1, 2, and 3, 1970, the Company  
Dispute rescheduled certain of its shifts. The claimants are all 80% employees with bid shifts starting at 00:30. The Company, mistakenly believing they were 20% employees, rescheduled their shifts on the days in question.

The Union, on behalf of the employees, claims pay for the hours worked outside their regular bid shifts at the rate of time and one-half, and, in addition thereto, claims eight (8) hours pay for each shift (bid shift) not worked.

DECISION: (Committee for Local Operations - Transcript Pgs. 82-88/  
2/9/71)

M/m/s/c/that based on the facts in this particular case the claim of the Union be denied.

Case # Local 235, Orange, California, and  
11-70-5579 Consolidated Freightways

P & D In behalf of the senior available drivers, available for  
Dispute the weekends of February 1, February 7, February 8, February 14, February 15, February 21, February 22, and February 28, March 1st, March 7, March 8, March 14 and March 15, Local Union #235 is claiming 8 hours at the premium rate on each day when the foreign sleeper teams from Chicago and Kansas City were in the terminal on these weekend days, broke their power and hooked their power without the local hostler present.

DISPOSITION: Settled and Withdrawn.

Case # Local 533, Sparks, Nevada, and  
11-70-5586 Delta Freight

P & D Union claims on 1st of August the Company wanted to use 4 hour  
Dispute casals to load trucks at night. Company wants to use casals other than regular men. Company should hire 2 more men and they can absorb them.

DECISION: (Committee for Local Operations - Transcript Pgs. 140-145/-  
2/10/71)

M/m/s/c/that based on the facts presented the claim of the Union be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 983, Pocatello, Idaho, and  
11-70-5589 Consolidated Freightways

P & D This case involves the formula for determining the work week  
Dispute guarantees at the Company's Pocatello terminal.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
11-70-5592 McCracken Brothers Motor Freight

O-T-R Local 81 is disputing the Company's violation of the short line  
Dispute agreement. This dispute is filed on behalf of Robert G. Carnes and we are asking for 3 1/2 hours on July 12, 1970, and three hours on July 19, 1970 for the same short line violation.

DISPOSITION: Postponed.

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Case # Local 224, Los Angeles, California, and  
11-70-5608 Valley Copperstate System

O-T-R Local 224 on behalf of driver Maurice Riganti claims 2 hours  
Dispute on January 1, 1970 and January 9, 1970 for checking equipment and various other duties that have always been paid in the past on the north runs at Valley Copperstate System.

DECISION: (Main Committee - Transcript Pgs. 110-117/ - 2/9/71)  
M/m/s/c/that the driver be compensated for all time spent in the service of the Employer other than the D. O. T. check.

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Case # Local 224, Los Angeles, California, and  
11-70-5609 Valley Copperstate System

O-T-R CASE #SC-4-70-6264: On behalf of Louis J. Smeykal claims  
Dispute one-half hour on January 11, 1970, and one-half hour on January 15, 1970, total one hour terminal delay.

CASE #SC-4-70-6265: On behalf of Bob Kelly and all other drivers affected, claims terminal delay. Mr. Kelly is claiming 30 minutes on February 7, 1970 in Los Angeles, 30 minutes on February 12, 1970 in Oakland, 30 minutes on February 17, 1970 in Los Angeles, 15 minutes on February 19, 1970.

DISPOSITION: Settled and Withdrawn.

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Case # Local 741, Seattle, Washington, and  
11-70-5622 Pacific Intermountain Express

O-T-R Local 741 protests P. I. E. bidding Humble Oil South area  
Dispute position and request Company cease and desist this bid until mutually agreed to by Local 741 and also Local 741 is requesting P. I. E. reimburse all senior drivers due to said illegal bid since July 1, 1970.

DECISION: (Main Committee - Transcript Pgs. 377-386/ - 2/11/71)  
M/m/s/c/the claim of the Union be allowed less any moneys that would have been earned on the days the men turned down work.

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JWAC Minutes  
February 8-9-10-11-12  
1971



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
11-70-5633 Accurate Cartage & Warehousing, Inc.

Clarification Local 208 on behalf of Jack Kautzer, requests clarification of decision in Case #11-70-5633. Issue to be clarified is whether it was the intent of the committee to award Kautzer holiday pay and make whole his pension.

DECISION: (Main Committee - Transcript Pgs. 118-120/ - 2/9/71)  
M/m/s/c/there is no claim for holiday pay, health and welfare or pension in this case.

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Case # Local 468, Oakland, California, and  
11-70-5648 Transcon Lines

Warning Letter Gerald Cohen was issued a warning letter on June 10, 1970 for preventable accident.

DISPOSITION: Postponed.

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Case # Local 741, Seattle, Washington, and  
11-70-5650 Sea-Land Freight Service

Warning Letter Protest warning notices issued on May 25 and May 26th concerning incidents occurring on May 20, 1970 to the following employees:

Robert L. Ennis	Dennis J. Raymond
Rex L. Cook	Marvin N. Kinunen
Jack B. Coffin	Melvin Gredig

DISPOSITION: Postponed.

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Case # Local 85, San Francisco, California, and  
11-70-5652 Matson Terminals

O-T-R Dispute Union claims that Matson Terminals ceased a portion of their operations, and subbed it out to Jones Stevedoring. That this resulted in loss of employment for three teamsters. Union requests that men retain their seniority.

DISPOSITION: Postponed.

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Case # Local 386, Modesto, California, and  
11-70-5665 Delta Lines

P & D Dispute Union requests two more bid jobs on 4:00 A.M. shift.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and  
11-70-5670 Valley Copperstate System

O-T-R Local 224 on behalf of Robert A. Kelley and all affected  
Dispute drivers, claims that the statement on their earnings is inadequate, and requests the Company to comply with the contract on this matter.

DISPOSITION: Settled and Withdrawn.

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Case # Local 468, Oakland, California, and  
11-70-5679 T.I.M.E., D.C. Inc.

Warning Warning letter dated March 17, 1970 in the name of Jessie  
Letter D. Butts.

NOTE: Case #11-70-5679 is a duplicate of Case #11-70-5691.

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Case # Local 468, Oakland, California, and  
11-70-5680 Transcon Lines

Warning Warning letter dated September 10, 1970 in the name of  
Letter Paul A. Cormier.

DECISION: (Main Committee - Transcript Pgs. 421-427/ - 2/11/71)  
M/m/s/c/ based on the facts the warning letter be upheld.

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Case # Local 287, San Jose, California, and  
11-70-5682 Pacific Motor Trucking

Joint Union claims that men in question were bid doubles drivers,  
Council #7 when two swing shift men went on vacation these two men were  
Dispute moved into their positions. The Union feels, that as casuals were called to work the day shift on Tuesday, the two men should have been allowed to work even though only 7 1/2 hours had elapsed since the end of their last shift.

DISPOSITION: Withdrawn.

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Case # Local 150, Sacramento, California, and  
11-70-5684 California Motor Express

O-T-R Union claims runaround of 423 miles and 3 hours for 9-1-70  
Dispute and 9-2-70 for Lloyd Meyers.

DECISION: (Main Committee - Transcript Pgs. 68-76/ - 2/8/71)  
M/m/s/c/ the claim of the Union be upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and  
11-70-5691 T.I.M.E., DC. Inc.

Warning Letter Jessie Butts issued warning letter for being involved in preventable accident. The driver was in heavy traffic and could not keep proper distance between his vehicle and the one in front of him.

DISPOSITION: Withdrawn.

Case # Local 208, Los Angeles, California, and  
11-70-5693 Cuz Transportation, Inc.

Discharge James Yates claims that his discharge of August 25, 1970 is unfair and unjust, asks that he be returned to work with full seniority and all back pay.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and  
11-70-5697 Ringsby System

Interpretation CASE #SC-8-70-7022: For and on behalf of Floyd Gire. I worked on Memorial Day, May 30, 1970 which was a Saturday. Saturday is a regular time and one-half day. Ringsby will only pay 2 straight time days plus one day for the holiday. My understanding of the contract is that Saturday is a time and one-half day and as the holiday came on Saturday, should have been paid 2 times time and one-half plus one day for the holiday which adds up to 4 days pay. Ringsby will only pay 3 times or days. I am requesting 8 hours in the amount of \$32.44.

DECISION: (Main Committee - Transcript Pgs. 86-91/ - 2/8/71)

M/m/s/c/based on the facts, the claim of the Union be denied.

NOTE: Cases #11-70-5697 and #11-70-5698 were heard together.

Case # Local 357, Los Angeles, California, and  
11-70-5698 Yellow Freight

Interpretation CASE #SC-8-70-7052 - Pascual Aguado.  
CASE # SC-8-70-7053 - Pascual Aguado  
CASE #SC-8-70-7054 - Mike M. Bonafede.  
CASE # SC-8-70-7055 - Mike Bonafede.  
CASE #SC-8-7056 - Joseph Laszaca.  
CASE #SC-8-70-7057 - Joseph Laszaca.  
CASE #SC-8-70-7058 - S. C. Shoup.  
CASE #SC-8-70-7059 - Stanley Shoup.  
CASE #SC-8-70-7060 - Harley Guisinger.  
CASE NUMBERS SC-8-70-7052/53/54/55/56/57/58/59/60.

DECISION: The Decision in Case #11-70-5697 applies.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and  
2-71-5736 I. M. L. Freight, Inc.

P & D Harlen Kelly states: On September 21, 1970, I. M. L.  
Dispute brought in a casual at 9:00 A. M. and he hosted in the yard to 5:30 P. M. I signed for Monday to drive on my premium day and was not notified to come in and work. This casual's name is Al Gallegos.

DECISION: (Committee for Local Operations - Transcript Pgs. 195-198/  
2/12/71)

M/m/s/and Deadlocked that the claim of the Union be allowed.

(Main Committee - Transcript Pgs. 451/ 2/12/71)

M/m/s/c/that Case 2-71-5736 be referred back to the parties for possible settlement and this committee retain jurisdiction.

Case # Local 81, Portland, Oregon, and  
2-71-5737 United-Buckingham Freightlines

P & D Local 81 is in dispute with the Company over their refusal to  
Dispute allow Jimmy Stanfill to have his vacation or vacation pay.

DISPOSITION: Withdrawn.

Case # Local 87, Bakersfield, California, and  
2-71-5738 Pacific Motor Trucking

P & D Union claims Company in violation of contract by working  
Dispute Ralph Larangiera from 8-25-70 to present without giving him seniority also, failure to pay Health and Welfare, holiday pay and vacation.

DECISION: (Committee for Local Operations - Transcript Pgs. 131-139/ -  
2/10/71)

M/m/s/c/that based on the facts presented the claim of Ralph Larangiera be denied.

Case # Local 186, Santa Barbara, California, and  
2-71-5739 Pacific Motor Trucking

P & D Lorenz Ovieda is asking to be compensated on the following  
Dispute days: April 6, 7, 8, 10, 13, 15, 16, 17, 20, 22, 23, 24, 28, 30, 1970 - May 4, 7, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 1970, when a junior man, Tom Devaney worked. It is the Company's position that Tom Devaney has super seniority while acting as Working Foreman.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
2-71-5740 Consolidated Freightways

P & D K. L. Bennett claims all monies due to him from August 10, 1970.  
Dispute The Company refused to return him to work on August 10, 1970,  
after presenting a Company doctor's release.

DECISION: (Committee for Local Operations - Transcript Pgs. 199-202/  
2/12/71)

M/m/s/c/that Dr. Rodman and Dr. Spiegel select a mutually agreeable third doctor, this doctor to be furnished with the full medical history of Bennett and also a full description of his normal job duties, and that this doctor's decision as to whether or not he is able to return to his normal duties shall be final and binding on all parties.

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Case # Local 208, Los Angeles, California, and  
2-71-5741 Dependable Trucking Co.

P & D Bill Messinger and Charles Bumgardner claim the Company  
Dispute refuses to pay them for their birthdays. Therefore, they claim  
8 hours each.

DECISION: (Committee for Local Operations - Transcript Pgs. 150-152/-  
2/10/71)

M/m/s/c/that the claim of the Union be denied.

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Case # Local 208, Los Angeles, California, and  
2-71-5742 Pacific Motor Trucking

P & D Frank Obergon, Clay Bailey, John Cornejo, et al claim  
Dispute entitlement to applicable birthday holiday pay wherein such  
holidays fell between April 3rd and May 21, 1970. Such pay  
application was denied June 11, 1970.

DECISION: (Committee for Local Operations - Transcript Pgs. 14-17/ -  
2/8/71)

M/m/s/c/that due to the facts presented in this particular case the claim of the Union be denied.

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Case # Local 208, Los Angeles, California, and  
2-71-5743 Pacific Motor Trucking

P & D A.R. Gallegos claims 3 day's pay resulting from Company's  
Dispute 9/4/70 decision to disallow work opportunity on basis of doctor's release which was thereafter substantiated and proven valid.

DISPOSITION: Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
2-71-5744 Ringsby System

P & D This member (Charles B. Wilson) worked for Fortier which was  
Dispute purchased by Ringsby and was given April 1, 1961 seniority.  
He feels he has been laid off wrongly and wants to be compensated  
for all time lost as junior people are working in his stead.

DECISION: (Committee for Local Operations - Transcript Pgs. 2-13/ -  
2/8/71)

M/m/s/c/that based on the facts presented Charles B. Wilson's seniority date, as  
established, of 7-1-62 is correct for bidding and layoff purposes, and his company  
seniority date of 1-10-51 is correct as it applies to fringe benefits only.

Case # Local 208, Los Angeles, California, and  
2-71-5745 Smith Transportation Co.

P & D The men listed below are claiming the Company brought them  
Dispute in to work on August 24, 25, 26, 31st at 10:00 A.M. Therefore  
they are claiming one hour at overtime for every day they are  
started at 10:00 A.M. from the 31st on - Angel Lopez, Tom  
Wierenhunt, Jim Johnson, Bob Jennings, Bob Carman, Chuck  
King.

DECISION: (Committee for Local Operations - Transcript Pgs. 75-81/ -  
2/9/71)

M/m/s/c/that the claim be allowed from August 31st until September 9th, at which  
time the 10:00 A.M. bid starting time was posted and not protested by the Union.

Case # Local 208, Los Angeles, California, and  
2-71-5746 Transport Cartage & Distributing Co.

P & D For and on behalf of: Martin Martinez.  
Dispute On October 4, 1970, the Company had this member on a forced  
vacation which he has already taken and which makes it an  
illegal layoff. This claim is for all monies lost as a result of  
this.  
For and on behalf of: Ivan L. Frankel.  
On October 5, 1970 the Company had this member on a forced  
vacation which he has already taken and which makes it an  
illegal layoff. This claim is for all monies lost as a result of  
this.

DECISION: (Committee for Local Operations - Transcript Pgs. 156-162/ -  
2/11/71)

M/m/s/c/that based on the facts presented the position of the Company be sustained.

Case # Local 208, Los Angeles, California, and  
2-71-5747 Yellow Freight System, Inc.

P & D R. C. Mallon claims seniority date of June 18, 1962.  
Dispute

DECISION: (Committee for Local Operations - Transcript Pgs. 40-50/ -  
2/9/71)

M/m/s/c/that the decision rendered in Case SC-5-8-970 is upheld by this Committee.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and  
2-71-5748 Consolidated Freightways

P & D Mark D. Steels is a Salt Lake City dock worker in the 85%  
Dispute group with a bid work week, Tuesday through Saturday.

The Union contends that under the provisions of Article 59, Section 2 (a), he should be compensated for Sunday, October 18th at double time.

The Company paid him for that date at the rate of time and one-half, contending it was not his seventh consecutive day worked.

DECISION: (Committee for Local Operations - Transcript Pgs. 153-155/ -  
2/11/71)  
M/m/s/c/that the claim of the Union be denied.

Case # Local 235, Orange, California, and  
2-71-5749 Consolidated Freightways - Cartage & Container Division

P & D Case #SC-11-(9)-70-7164: This involves Gary L. Neiger. We  
Dispute feel the layoff status to be unjust.

Case #SC-11-(9)-70-7165: This involves W.G. Murphy. We feel the layoff status to be unjust.

Case #SC-11-(9)-70-7166: This involves Carl Probyn. We feel the layoff status to be unjust.

Case #SC-11-(10)-70-7452: This involves G.M. Cavin. Request 8 hours pay and all fringe benefits.

Case #SC-11-(10)-70-7453: This involves G. M. Cavin. Pay for minimum of 8 hours per day is requested until Malt St. facility is closed or he is reinstated from layoff.

Case #SC-11-(10)-70-7457: This involves Dwayne L. Johnson. Requesting 8 hours pay for Sept. 2/70.

Case #SC-11-70-7484: This involves Bud Morefoot. When he reported to company, they refused to put him to work.

DECISION: (Committee for Local Operations - Transcript Pgs. 163-178/ -  
2/11/71)

M/m/s/c/that this case be referred back to the parties for possible settlement and the Committee retain jurisdiction.

Case # Local 357, Los Angeles, California, and  
2-71-5750 City Transfer

P & D Local 357 protests bulletin dated September 14, 1970 regard-  
Dispute ing Article 12 of the National Master Freight Agreement.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and  
2-71-5751 Consolidated Freightways

P & D For and on behalf of: Ronald LaViola.  
Dispute On July 3, 1970 I arrived to work approximately 1/2 hour late. When I looked for my time card it was in the office. I asked for my time card and Mr. Butler said it was 0232 and I could not come to work because it was 2 minutes past the 30 minute late time limit that the Company rules state. According to my watch it was 0228, plus the time clock registers a 2 minute error, in the visual reading of it, I am requesting 8 hours pay.

DISPOSITION: Settled and Withdrawn.

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Case # Local 357, Los Angeles, California, and  
2-71-5752 Consolidated Freightways

P & D For and on behalf of: Howard Wing.  
Dispute On July 6, 1970 I awakened at 0200 hours, my regular starting time. I called in and asked if I could come into work. Jerry Butler told me if I could get there in 30 minutes I could work. I arrived at approximately 0237 and was told to go on back home, that I was too late. I am requesting 8 hours straight time and 2 1/2 hours overtime in the amount of \$53.81.

DECISION: (Committee for Local Operations - Transcript Pgs. 110-116/ -  
2/10/71)  
M/m/s/c/that the claim of the Union be allowed and that the Company be directed to apply the thirty-minute rule equally and without discrimination.

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Case # Local 357, Los Angeles, California, and  
2-71-5753 Delta Lines

P & D CASE #SC-11-70-7553: Gilbert E. Montejano  
Dispute CASE #SC-11-70-7554: Robert Wilson  
CASE #SC-11-70-7555: Francis Kelley  
CASE #SC-11-70-7556: Francis Kelley  
CASE #SC-11-70-7557: Robert Kelly  
CASE #SC-11-70-7558: Robert J. Kelly  
Claims for violation of seniority.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and  
2-71-5754 Hopper Truck Lines

P & D CASE #SC-9-70-7068: Lee Flores  
Dispute Hopper owes me wages under Article 47, Section 1 (d). I am claiming 168 hours in the amount of \$770.24.

CASE #SC-9-70-7069: Carl Stanoyevic.  
I contend that Hopper owes me wages under the aforementioned Article 47, Section 1 (d). I am claiming 144 hours in the amount of \$660.24.

DISPOSITION: Withdrawn.

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Case # Local 357, Los Angeles, California, and  
2-71-5755 Pacific Motor Trucking

P & D For and on behalf of: Joseph Toledo.  
Dispute I am claiming all hours and monies for all steady employees working their vacations as I am a steady employee of P.M.T. and I am on layoff.

DECISION: (Committee for Local Operations - Transcript Pgs. 25-34/ -  
2/9/71)

M/m/s/c/that the position of the Union be upheld.

NOTE: Cases #2-71-5755 and #2-71-5756 were heard together.

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Case # Local 357, Los Angeles, California, and  
2-71-5756 Pacific Motor Trucking

P & D For and on behalf of: Joseph Bravo.  
Dispute I want to claim all monies and hours. I am a steady employee of P.M.T. and I am laid off. I am claiming that all steady employees that are working their vacations and I am laid off and that I should be called back as a vacation relief and also all men that are laid off should be called back as vacation relief.

DECISION: The decision in Case #2-71-5755 applies.

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Case # Local 357, Los Angeles, California, and  
2-71-5757 Santa Fe Transportation

P & D Case #SC-10-70-7387: For and on behalf of: R.C. Webster.  
Dispute "I was called to work on my 7th shift. I was paid time and one-half for 10.5 hours which I feel I should have been paid double time being as it was my 7th shift. I request all of my timecards for the week of July 27 to August 1, 1970. I hereby request 10.5 hours at 1/2 time in the amount of \$24.15."

Case #SC-10-70-7388: For and on behalf of: R.C. Webster.  
"I was called to work on my 7th shift. I was paid time and one-half for 8.6 hours which I feel I should have been paid double time being as it was my 7th shift. I request all of my timecards for the week of 8-10-70 to 8-15-70. I hereby request 8.6 hours at one-half time in the amount of \$19.78."

DECISION: (Committee for Local Operations - Transcript Pgs. 35-39/ -  
2/9/71)

M/m/s/c/that based on the facts presented the claim of the Union be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and  
2-71-5758 Yellow Freight

P & D For and on behalf of: Paul Carter.  
Dispute I reported to work Monday morning August 3, 1970, prior to my regular starting time (1:00 A.M.) my time card was not in the rack. I am requesting 8 hours pay in the amount of \$36.68 for that day.

DISPOSITION: Settled and Withdrawn.

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Case # Local 381, Santa Maria, California, and  
2-71-5759 Pacific Motor Trucking

P & D Case #SC-6-70-6611: Union in behalf of Clarence E. Calhoun  
Dispute requests the monies earned by a less senior employee since April 6, 1970, when he was put on call. Mr. Calhoun has been available at his starting time every day since April 6, 1970.

Case #SC-6-70-6612: Union in behalf of Fred A. Tuttle requests the monies earned by a less senior employee since April 6/70 when he was put on call. Mr. Tuttle has been available at his starting time every day since April 6, 1970.

Case #SC-6-70-6613: Union in behalf of Joseph W. Sexton requests monies earned by a less senior employee since April 6/70 when he was put on call. Mr. Sexton has been available at his starting time every day since April 6, 1970.

DECISION: (Committee for Local Operations - Transcript Pgs. 66-74/ -  
2/9/71)

M/m/s/c/that the position of the Union be upheld and that Mr. Tuttle be compensated for the days of April 6th, 7th, 8th, 9th, 10th, 14th, 16th, May 19th and 21st on the basis of eight hours for each day at the straight-time rate of pay; that Mr. Sexton be compensated for the days of April 13th, 17th, 21st, 22nd, 23rd, 24th, and May 18th on the same basis; and that Mr. Calhoun be compensated for the days of April 15th, 20th, May 7th, 8th, 20th and 22nd also on the same basis.

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Case # Local 381, Santa Maria, California, and  
2-71-5760 Pacific Motor Trucking

P & D The Union, in behalf of Joseph Sexton requests a final inter-  
Dispute pretation in regard to his seniority position.

DECISION: (Committee for Local Operations - Transcript Pgs. 51-65/ -  
2/9/71)

M/m/s/c/that based on the facts presented Sexton's seniority date for fringe benefits is properly 5-28-46 and his terminal seniority date for bidding and layoff purposes at Santa Maria is 8-11-47.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 396, Los Angeles, California, and  
2-71-5761 Moore Business Forms

P & D Local 396 on behalf of Al Melendrez, is protesting Probationary and Casual Employees (Article 3, Section 2, of the National Master Freight Agreement and Definition of Casual Employee - Article 48, Section 4, of the Pickup and Delivery Agreement).

DISPOSITION: Withdrawn.

---

Case # Local 431, Fresno, California, and  
2-71-5762 Pacific Motor Trucking

P & D Union requests 40 hours guarantee for M. Babyk for week of  
Dispute November 16, through 20, 1970 (12 1/2 hours).

DECISION: (Committee for Local Operations - Transcript Pgs. 203-204/ -  
2/12/71)

M/m/s/c/that the Company's rights under Article 45 of the Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement be withdrawn as a result of failure to appear.

---

Case # Local 467, San Bernardino, California, and  
2-70-5763 City Transfer Co.

P & D General Truck Drivers, Warehousemen and Helpers Union  
Dispute Local 467 hereby files a grievance against City Transfer on behalf of Bill R. Walton. Brother Walton claims violation of Article 41, Section 2, of the Pickup and Delivery Agreement - Bidding.

DISPOSITION: Settled and Withdrawn.

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Case # Local 692, Long Beach, California, and  
2-71-5764 Consolidated Freightways - Cartage and Container Division

P & D On Saturday, October 3, 1970, mechanics unloaded a load of  
Dispute freight from Trailer 71-7081 depriving James B. Parker of a premium day's wages. Local 692 is claiming pay for Parker.

DISPOSITION: Withdrawn.

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Case # Local 741, Seattle, Washington, and  
2-71-5765 T.I.M.E., DC. Inc.

P & D Union claims Roufs enjoyed the heavy duty rate while operating out of Tacoma terminal to Olympia when terminals were dovetailed.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 911, Klamath Falls, Oregon, and  
2-71-5766 Klamath Falls Freight Lines

P & D Local 911 is protesting the layoff of James M. Thayer and  
Dispute asking for pay for December 24, 1970, December 25, 1970,  
and January 1, 1971.

DECISION: (Committee for Local Operations - Transcript Pgs. 146-149/ -  
2/10/71)

M/m/s/c/that based on the fact that James M. Thayer is a casual employee the  
claim be denied.

Case # Local 962, Medford, Oregon, and  
2-71-5767 O.N.C. Motor Freight System

P & D Local 962 is in dispute with the Company over the premium  
Dispute rate of pay for all hours worked on November 26, 1970. This  
claim is filed on behalf of James Wehren and Harvey Hueners.

DECISION: (Committee for Local Operations - Transcript Pgs. 89-96/ -  
2/9/71)

M/m/s/c/based on the facts presented the claim of the Union be denied.

Case # Pacific Motor Trucking Company, and  
2-71-5769 All Local Unions

Master In view of our use of Piggyback service during the year 1955  
Interpre- it would appear that P.M.T. would be exempt from the pay-  
tation ment of the \$5.00 charge on trailers currently being moved  
over the same routes that were in existence in 1955.

DISPOSITION: Postponed.

Case # Local 58, Longview, Washington, and  
2-71-5770 Inland Transportation Co.

Tanker On behalf of Stan Morrison who works off the Washington  
Dispute seniority board, we are protesting the fact that Howard  
Bacon, who works off the Oregon seniority board, is being  
dispatched ahead of Morrison, particularly on the days of  
October 20, 21, 22, and 23. We are requesting that the  
Company cease and desist this improper dispatch.

DECISION: (Main Committee - Transcript Pgs. 210-213/ - 2/10/71)

M/m/s/c/the employees in Longview shall be employed under the Washington  
Tank Truck Supplement. Howard Bacon shall be given the option of staying in  
Longview or returning to the Portland seniority board. In the event he remains  
in Longview his seniority shall be dovetailed with the Washington seniority list  
of Inland Transportation.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Motor Trucking Company  
2-71-5771

Master Locals involved: 70, Oakland, California  
Dispute 315, Martinez, California  
490, Vallejo, California

Under Article 6, Section 1, of the National Master Freight Agreement, Pacific Motor Trucking Company is requesting relief. Said relief being the changing of established pay day in the three terminals located in Local 70, 315, and 490's jurisdiction from Thursday to Friday.

DISPOSITION: Withdrawn.

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Case # Local 81, Portland, Oregon, and  
2-71-5772 Garrett Freightlines

O-T-R Local 81 is protesting the denial of a runaround claim for  
Dispute R. W. Stedman who was not dispatched on a Portland to Los Angeles run on September 4, 1970.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
2-71-5773 O.N.C. Motor Freight System

O-T-R The Union contends that on November 3, 1970, the Company  
Dispute dispatched Seattle extra board driver Woodley from Portland via Yakima-Kennewick and back to Seattle via Portland. The Union contends that the Portland extra board was not exhausted and the dispatch of the Seattle driver was not sending a man north to his home terminal but east. The Union is asking for a runaround claim for Robert Hall who should have been dispatched out ahead of Woodley.

DECISION: (Main Committee - Transcript Pgs. 357-360/ - 2/11/71)  
M/m/s/c/the claim of the Union be upheld.

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Case # Local 81, Portland, Oregon, and  
2-71-5774 Ringsby Pacific Ltd.

O-T-R Local 81 is in dispute with the Company over their refusal of  
Dispute a runaround claim of Donald Berry.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
2-71-5775 United-Buckingham Freightlines

O-T-R Local 81 is protesting the dispatch of Gene Henderson on  
Dispute August 5, 1970. Mr. Henderson's original dispatch read Blaine-Portland via Bellingham and Seattle, then on arrival in Seattle, they changed the dispatch orders and sent him to Yakima.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
2-71-5776 Navajo Freight Lines, Inc.

O-T-R Jack Laird and Kenneth Henry are asking to be paid for 12  
Dispute hours to each which they contend was runaround and/or abuse  
of free time in Fort Wayne, Indiana.

DISPOSITION: Settled and Withdrawn.

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Case # Local 180, Los Angeles, California, and  
2-71-5777 T.I.M.E., DC., Inc.

O-T-R Local 180 takes the position that Robert Galvin is entitled to  
Dispute be compensated for a complete round trip from Los Angeles  
to Desert Center and return (\$50. 49).

DECISION: (Main Committee - Transcript Pgs. 437-441/ - 2/12/71)  
M/m/s/c/the claim of the Union be upheld.

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Case # Local 208, Los Angeles, California, and  
2-71-5778 O.N.C. Motor Freight System  
California Motor Express  
Delta Lines  
Eagle  
Hopper Truck Lines

Master For and on behalf of: Deloy Harvey, et al.  
Dispute The Company has sold certain California freight rights to the  
above companies. We contend that O.N.C. did not comply with  
Article 1, Section 3 (National Master Freight Agreement) and  
that the above company failed to comply with Article 5, Section  
3 and Article 1, Section 3, (National Master Freight Agree-  
ment). The position of Local 208 is that the company be comp-  
elled to comply and that the company be required to compensate  
all laid-off employees.

DECISION: (Main Committee - Transcript Pgs. 294-323/ - 2/10/71)  
M/m/s/c/O.N.C. Motor Freight System did comply with Article 1, Section 3, and  
Article 5, Section 3, of the National Master Freight Agreement and the claim of  
the Union is denied.

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Case # Local 224, Los Angeles, California, and  
2-71-5779 Illinois-California Express

O-T-R Local 224 on behalf of James Gragg protests his position on  
Dispute the seniority list as posted by the Company.

DECISION: (Main Committee - Transcript Pgs. 214-224/ - 2/10/71)  
M/m/s/c/that the record made here be made available to the Change of Operations  
Committee and this case be referred to the change for disposition.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and  
2-71-5780 Milne Truck Lines

O-T-R Local 224 on behalf of all line drivers employed at Milne  
Dispute Truck Lines requests the committee to instruct the Company to continue paying cab fare at Las Vegas, Nevada.

DECISION: (Main Committee - Transcript Pgs. 77-85/ - 2/8/71)  
M/m/s/c if the men do not wish to stay at the trailer park the Company shall pay the cab fare to the nearest public transportation.

Case # Local 224, Los Angeles, California, and  
2-71-5781 Pacific Intermountain Express

O-T-R CASE #SC-11-70-7593: Local 224 on behalf of Raymond  
Dispute V. Corn claims two hours layover pay on 9-1-70. Mr. Corn laid over 14 hours. Company refuses to pay claim.

CASE #SC-11-70-7594: Local 224 on behalf of Raymond V. Corn and all other affected members, requests the Committee to instruct P. I. E. to comply with Article 49, Section 1 (c) of the Western States Area Over-the-Road Supplement.

DECISION: (Main Committee - Transcript Pgs. 225-232/ - 2/10/71)  
M/M/s/c based on the evidence presented that the money claim be denied and the Company be instructed to comply with Article 51, Section 2.

Case # Local 224, Los Angeles, California, and  
2-71-5782 Ringsby Truck Lines, Inc.

O-T-R Local 224, on behalf of Andrew H. Rodgers, Jr. and all other  
Dispute affected drivers, claims runaround. Ringsby Truck Lines is using piggyback when drivers are laid off.

DECISION: (Main Committee - Transcript Pgs. 278-287/ - 2/10/71)  
M/m/s/c that the Company and the Union check the records, and each Local 224 driver laid off who had available hours and equipment available be compensated for a Los Angeles to Las Vegas trip for each loaded trailer which was piggybacked out of Los Angeles to Salt Lake City.

Case # Local 224, Los Angeles, California, and  
2-71-5783 T. I. M. E., DC. Inc.

O-T-R Local 224 on behalf of Gerald Heinz claims runaround on  
Dispute 7-24-70 when the Company penalized him 100 hours. Mr Heinz claims the Company dispatched improperly.

DECISION: (Main Committee - Transcript Pgs. 417-420/ - 2/11/71)  
M/m/s/c based on the dispatch rule the claim of the Union be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and  
2-71-5784 Valley Copperstate

O-T-R Local 224, on behalf of Maurice Riganti, claims 1 3/4 hours  
Dispute pay for time consumed going from the Montebello terminal to the Los Angeles airport and also from Sacramento airport to the Sacramento terminal.

DECISION: (Main Committee - Transcript Pgs. 104-109/ - 2/9/71)  
M/m/s/c/based on the facts, the claim of the Union be denied.

Case # Local 224, Los Angeles, California, and  
2-71-5784 Valley Copperstate

O-T-R Local 224, on behalf of Maurice Riganti, claims 1 3/4 hours  
Dispute pay for time consumed going from Montebello terminal to the Los Angeles airport and also from Sacramento airport to the Sacramento terminal.

DECISION: (Main Committee - Transcript Pgs. 104-109/ - 2/9/71)  
M/m/s/c/based on the facts, the claim of the Union be denied.

Case # Local 224, Los Angeles, California, and  
2-71-5785 Pacific Motor Trucking

O-T-R CASE #SC-9-70-7130: Local 224 on behalf of William Pike  
Dispute claims shortages of one hour for check stops on 7-7-70 (1/2 hour outbound and 1/2 hour inbound).

CASE #SC-9-70-7132 Local 224 on behalf of William Pike  
claims pay shortage for check time on 7-5-70, 7-6-70, and 7-8-70, and 7-9-70, a total of two hours.

DECISION: (Main Committee - Transcript Pgs. 56-67/ - 2/8/71)  
M/m/s/c/that we reaffirm our previous decision and anything over 30 minutes be itemized by the drivers if they intend to be paid for it.

Case # Local 224, Los Angeles, California, and  
2-71-5786 Walkup's Merchants Express

O-T-R Local 224 on behalf of all Local 224 bid drivers employed by  
Dispute Walkup's Merchants Express protests the fact the Company unilaterally abolished all the bid starting times at the Montebello terminal effective as of March 16, 1970.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 542, San Diego, California  
2-71-5787 Local 224, Los Angeles, California, and  
Cal-Canadian

Master The Company has failed to grant the pay raises or holiday  
Dispute pay to the employees of Cal-Canadian Motor Express. This  
is filed on behalf of all employees. Specifically, Samey  
Williams who, through July 10, 1970 is due \$175.98 in back  
wages.

DISPOSITION: Withdrawn.

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Case # Local 287, San Jose, California, and  
2-71-5788 Coast Oil Company

O-T-R Union claims runaround for grievant when he was placed on  
Dispute layoff and the Company used commissioned agents to perform  
work.

DECISION: (Main Committee - Transcript Pgs. 191-202/ - 2/10/71)  
M/m/s/c/the Company and the Union are directed to determine the scope of the  
bargaining unit work. And if it is found that the commission agents are doing  
bargaining unit work, the claim of the Union be allowed.

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Case # Local 313, Tacoma, Washington, and  
2-71-5789 O. N. C. Motor Freight System

Interpre- Disputing the right of the Company to change bids at their  
tation convenience (80%). The right of the Company to change  
twenty percenters in the middle of the week. Request difference  
in pay for four men: Brunstad, Olson, Wissinger and Weston.

DECISION: (Main Committee - Transcript Pgs. 132-142/ - 2/9/71)  
M/m/s/c/based on the facts the Company was correct in moving three 80 per-  
centers since three 20 percenters were laid off. They were not correct in moving  
four 80 percenters and therefore the number 10 seniority man is awarded seven  
hours at time and a half.

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Case # Local 315, Martinez, California, and  
2-71-5790 Telfer Tank Lines

Tank-Truck Union claims violation of Company money board. Union and  
Dispute Company have agreement of difference of \$100.00. Company  
claims Buckley had many times refused to work Saturdays  
and had he done so his wages would have been higher. Company  
stated reason for stipulated agreement was actually to prevent  
the Company using leasors.

DECISION: (Main Committee - Transcript Pgs. 121-131/ - 2/9/71)  
M/m/s/c/based on the facts the claim of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and  
2-71-5791 Pacific Motor Trucking

Master For and on behalf of: Birgil Hemrick.  
Dispute My birthday was April 8, 1970. P. M. T. has not paid for my birthday as I am entitled to by the new contract. I asked about it but was told that they would not pay me for it unless I filed a grievance. I am claiming a day's pay in the amount of \$36.64.

DECISION: (Main Committee - Transcript Pgs. 100-103/ - 2/9/71)  
M/m/s/c/based on the understanding of the negotiators, the birthday holiday falling between the period of April 1, 1970 and May 18, 1970 shall be paid at eight hours of straight time pay.

NOTE: Cases #2-71-5791 and #2-71-5792 were heard together.

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Case # Local 357, Los Angeles, California, and  
2-71-5792 Pacific Motor Trucking

Master For and on behalf of: P. J. Finneran  
Dispute I worked 4 hours on April 1, 1970, my birthday, which according to the contract is paid at double time, also 8 hours pay in lieu of holiday is also in said contract. I am requesting 12 hours in the amount of \$53.22.

DECISION: The decision in Case #2-71-5791 applies.

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Case # Local 386, Modesto, California, and  
2-71-5793 Fairbanks Trucking Inc.

Interpre- The Union requests an interpretation of the vacation clause  
tation as it pertains to anniversary dates.

DECISION: (Main Committee - Transcript Pgs. 50-55/ - 2/8/71)  
M/m/s/c/that the interpretation be that the contract provisions that are in effect at the time of the man's anniversary date are the provisions that apply.

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Case # Local 386, Modesto, California, and  
2-71-5794 Yolo Transport

O-T-R Union claims pay for 7 men when Company failed to dispatch  
Dispute them.

DISPOSITION: Postponed.

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Case # Local 431, Fresno, California, and  
2-71-5795 Santa Fe Transportation

O-T-R Union claims time for Barnes when south bid man was used to  
Dispute run north run.

DECISION: (Main Committee - Transcript Pgs. 151-156/ - 2/9/71)  
M/m/s/c/the claim of the Union be upheld.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and  
2-71-5796 All-Trans Express

Master Company is paying line scale on certain runs, claims is true  
Dispute short line and should be paid as such.

Company contends they are being penalized unfairly, and that  
the true scale should be short line.

DECISION: (Main Committee - Transcript Pgs. 38-49/ - 2/8/71)  
M/m/s/c/refer this case back to the parties for possible settlement and this  
Committee will hold jurisdiction.

---

Case # Local 468, Oakland, California, and  
2-71-5797 Consolidated Freightways

O-T-R Team of Edwards and Dryski called for Chicago trip at 2200.  
Dispute Dryski passed, due to illness. Instead of calling an extra  
driver the Company paired Edwards with one of the drivers  
on a team that had been called for 2400. The grievant was top  
man on the extra board. It is position of the Union that he  
should have been called to replace Dryski on the Chicago sleep-  
er. (Grievant's name is Howard Heglen). Instead he was dis-  
patched to Salt Lake City. Union claims two hours runaround  
and difference in pay between the Salt Lake City and Chicago  
trips.

DISPOSITION: Settled and Withdrawn.

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Case # Local 483, Boise, Idaho, and  
2-71-5798 United-Buckingham Freightlines

O-T-R The Union, on behalf of Boise-domiciled extra board line  
Dispute driver Stan Hart (presently on layoff) claims runarounds on  
the following dates: 8/20/70, 8/31/70, 9/2/70, 9/10/70, and  
9/24/70.

DISPOSITION: Postponed.

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Case # Local 495, Los Angeles, California, and  
2-71-5799 Transport Cartage

Automotive Local 495 on behalf of Robert Trejo claims 6 hours pay at  
Dispute the premium rate when on August 13, 1970, a junior man  
worked in his stead.

DECISION: (Main Committee - Transcript Pgs. 288-293/ - 2/10/71)  
M/m/s/c/that the claim of the Union be allowed for four hours at overtime rate.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and  
2-71-5800 Consolidated Freightways - Cartage and Container Division

O-T-R On October 5, 1970 at 6:25 P.M. a Specialties Transport  
Dispute Systems truck #592, License No. X-60207, Trailer #364,  
License WK-1338, Cal. Permit No. T-78297, took a load  
of 36 drums, 200 cases from the Texaco Refinery in Wilm-  
ington, California to Hollister, California. This load was  
leased from Consolidated Freightways, Cartage and Contain-  
er Division. According to past practice all surplus line loads  
are to be hauled by local drivers by seniority.

DECISION: (Main Committee - Transcript Pgs. 172-177/ - 2/9/71)  
M/m/s/c/based on the facts presented the most senior man on layoff be compen-  
sated for a Hollister trip.

Case # Local 692, Long Beach, California, and  
2-71-5801 McKeown Transportation

O-T-R We are claiming pay for Mr. Duprey for all hours worked by  
Dispute Mr. Simpkins on August 16, 1970.

DISPOSITION: Settled and Withdrawn.

Case # Local 690, Seattle, Washington, and  
2-71-5802 Garrett Freight Lines

O-T-R Requesting 2 1/2 hours pay for George Mulhair when the  
Dispute Company dispatched a Portland extra driver out of Spokane  
after 8:00 P.M. on 10/5.

DECISION: (Main Committee - Transcript Pgs. 407-410/ - 2/11/71)  
M/m/s/c/based on the facts in this case, that the Company pay 30 minutes.

Case # Local 741, Seattle, Washington, and  
2-71-5803 Ringsby

O-T-R Under Article 53, Section 3 (e) of the Western States Area  
Dispute Over-the-Road Supplement, Local 741 requests runaround  
pay from the Ringsby System for Gordon Parker, when on  
two occasions September 14 and 16, 1970, a Portland bid  
driver who ran Portland-Wenatchee and laid, after layover  
returned to Portland via Seattle with a drop and pick in  
Seattle.

DECISION: (Main Committee - Transcript Pgs. 324-326/ - 2/11/71)  
M/m/s/c/that the claim of the Union be denied.

Case # Local 741, Seattle, Washington, and  
2-71-5804 United-Buckingham Freightlines

O-T-R Company violated all precedents and dispatch rules by  
Dispute sending Portland-Blaine bid man via Stevens Pass to  
Wenatchee and Spokane.

DECISION: (Main Committee - Transcript Pgs. 334-339/ - 2/11/71)  
M/m/s/c/based on the facts the claim of the Union be upheld.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 839, Pasco, Washington, and  
2-71-5805 Lee and Eastes Tank Lines  
Inland Transportation  
Consolidated Freightways Tank Lines

Tanker The Union's position in the six listed cases is that the drivers  
Dispute were improperly paid while on stand-by in the Wenatchee area  
and Ardenboir area during the fire season and were at no time  
effectively released from duty.

DECISION: (Main Committee - Transcript Pgs. 178-190/ - 2/9/71)  
M/m/s/c/the claim of the Union be upheld.

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Case # Local 856, San Francisco, California, and  
2-71-5806 California Trucking Association (Companies Represented)

Master Union claims that swing shift and graveyard shift people  
Dispute should have the overtime rate based on the 10% premium  
rate just as other Teamster classifications do.

DECISION: (Main Committee - Transcript Pgs. 264-277/ 2/10/71)  
M/m/s/and Deadlocked that the Union position be upheld.  
M/m/s/and did not receive a majority vote "that this case go to Arbitration".

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Case # Local 961, Denver, Colorado, and  
2-71-5807 Pacific Intermountain Express

Master Paul E. Dillow states: I received a letter of furlough from  
Dispute P. I. E. dated November 3, 1970 to be effective October 31,  
1970. This letter states the furlough is due to lack of busi-  
ness. I feel this layoff is unjust due to the fact in the past  
30 days, I grossed \$787. 73. I was off a week due to a death  
in the family. I request to be returned to work immediately  
as this layoff is not warranted and is in violation of Article  
5, Section 4.

DISPOSITION: Postponed.

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Case # Local 961, Denver, Colorado, and  
2-71-5808 The Ringsby System

O-T-R E.R. Bruns and A. T. Elwess state: Marked off for off  
Dispute route fuel time. There is no fuel man in LA Acter at 10:00  
P.M. We cannot get fuel at the terminal. We are instructed  
to fuel at Texaco truck stop in Colton which is 1/2 mile off  
route.

It takes at least 1/2 hour to go to fuel stop to fuel, and then  
return to regular route. Claim 1/2 hour at \$4.37 per hour.

DISPOSITION: Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-71-5809 Santa Fe Trail Transportation Co.

O-T-R Billy J. Simpson states: The driver on Schedule 204, home  
Dispute terminated in Pueblo was on vacation. I was first out and  
should have pulled this schedule which goes on duty at 3:00  
P.M. but I was held until 8:15 P.M. to pull an extra south.  
Therefore I am claiming 5 1/4 hours runaround time.

DISPOSITION: Postponed.

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Case # Local 961, Denver, Colorado, and  
2-71-5810 Santa Fe Trail Transportation Co.

O-T-R Bruce Littreel states: I arrived at Pueblo November 13, 1970  
Dispute and off duty 4:15 A.M. November 13, 1970. I was not dispatched  
until 9:00 A.M. November 14, 1970. I claim 8 hours layover  
pay. I was not assigned to the Pueblo board. I was only there  
temporarily due to another driver being off sick. Anytime this  
has happened in the past, the driver has always been paid for  
all time spent.

DISPOSITION: Postponed.

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Case # Local 961, Denver, Colorado, and  
2-71-5811 T.I.M.E., DC. Inc.

Automotive Manuel Montoya states: I wish to have my days off changed  
Dispute to those that a younger man, classification wise, has. My  
present days off are Friday and Saturday; Mr. Cato has  
Sunday and Monday. I was not offered the other days off.

DISPOSITION: Settled and Withdrawn.

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Case # Local 17, Denver, Colorado, and  
2-71-5812 Santa Fe Trail Transportation Co.

Discharge LeRoy Masztaler protesting discharge letter issued December  
29, 1970.

DECISION: (Alternate Main Committee- Transcript Pgs. 135-152/ -  
2/11/71)

M/m/s/c/that the discharge be sustained.

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Case # Local 81, Portland, Oregon, and  
2-71-5813 Garrett Freight Lines

Discharge Local 81 is protesting the discharge of Donald Smith by  
Garrett Freightlines on December 30, 1970.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
2-71-5814 Delta Lines

Discharge Local 208 on behalf of Julian Reeves protests termination of November 17, 1970. Request that he be returned to work with no loss of seniority and compensated for all time lost.

DISPOSITION: Settled and Withdrawn.

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Case # Local 208, Los Angeles, California, and  
2-71-5815 Yellow Freight System

Discharge Dennis Love protests his termination notice dated September 2, 1970 and asks to be returned to work with full seniority and all monies due him.

DISPOSITION: Postponed.

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Case # Local 222, Salt Lake City, Utah, and  
2-71-5816 I. M. L. Freight Inc.

Discharge Salt Lake City-domiciled line driver Donald Dean Stavely was discharged effective October 27, 1970 for refusal to accept a call and be available for work on October 24, 1970. He has prior warning notices in effect for the same offense dated April 17, 1970, and June 29, 1970.

The Union contends the discharge is too severe; that the driver had personal business to attend to, including a court appearance, and under the circumstances was justified in refusing the call.

DECISION: (Alternate Main Committee - Transcript Pgs. 72-82/ - February 11, 1971)

M/m/s/c/that Mr. Stavely be returned to work in his rightful seniority position on February 16, 1971, with no compensation for time lost, and that the Company issue him a final warning notice on absenteeism.

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Case # Local 357, Los Angeles, California, and  
2-71-5817 California Motor Express

Discharge For and on behalf of: R. Garcia.

Complaint of Garcia: "I am filing this complaint as I was terminated before my 30 days were completed. I feel the company is circumventing the agreement that was made with the Local Union (357), O.N.C. and C.M.E. regarding the acceptance of employees coming from O.N.C. I am not the only one terminated that way and I feel it is a subterfuge. I request to be reinstated and paid for all time lost."

DECISION: (Alternate Main Committee - Transcript Pgs. 104-110/ - 2/11/71)

M/m/s/c/that the claim of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 357, Los Angeles, California, and  
2-71-5818 California Motor Express

Discharge For and on behalf of: Frank Palminteri.  
I feel that C. M. E. has taken discriminatory attitude toward me in this case. I am capable of doing this work at C. M. E. I claim all time lost to me from February 5, 1970. C. M. E. violated the O. N. C., Delta and C. M. E. memorandum of understanding dated December 5, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 111-118/ -  
2/11/71)

M/m/s/c/that the claim of the Union be denied.

---

Case # Local 357, Los Angeles, California, and  
2-71-5819 California Motor Express

Discharge For and on behalf of: Carl Stanoyevic.  
I feel that C. M. E. has taken a negative attitude and has in reality discriminated against me. I therefore feel that I should have been hired on January 26, 1970 and claim compensation from that date.

DECISION: (Alternate Main Committee - Transcript Pgs. 119-122/ -  
2/11/71)

M/m/s/c/that the claim of the Union be denied.

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Case # Local 357, Los Angeles, California, and  
2-71-5820 Delta Freight Lines

Discharge For and on behalf of: Lee R. Flores.  
I believe that Delta is being discriminatory towards me and that I claim all time lost to me since I put in my application on February 2, 1970.

DECISION: (Alternate Main Committee - Transcript Pgs. 123-130/ -  
2/11/71)

M/m/s/c/that Mr. Lee R. Flores be sent to a mutually agreed to, independent doctor for a physical examination and that should Mr. Flores pass said examination he will be employed by the Company as a new employee under the probationary clause of the Contract and any money claims are denied.

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Case # Local 357, Los Angeles, California, and  
2-71-5821 Transport Cartage & Distributing Co.

Discharge Complaint by Ferrall: I, Adolpho Ferrall, SS#552-56-9291, a member in good standing in Local 357, I. B. T., do hereby protest my termination from Transport Cartage on November 5, 1970.

DECISION: (Alternate Main Committee - Transcript Pgs. 2-15/ - 2/8/71)  
M/m/s/c/that Adolpho Ferrall be returned to work on his normal shift February 16, 1971 with full seniority but with no compensation for time lost.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and  
2-71-5822 Paxton Trucking

Discharge Local 692 protests the discharge of our member, Marion L. Cox, alleged to be a voluntary quit. It is our position that Mr. Cox did not quit his job at Paxton Trucking.

DECISION: (Alternate Main Committee - Transcript Pgs. 38-45/ - 2/10/71)  
M/m/s/c/ that the man be returned to work on his regular shift on February 16, 1971, that a warning notice be issued for failure to follow Company instructions, and that there will be no compensation for time lost.

Case # Local 741, Seattle, Washington, and  
2-71-5823 Northern Pacific Transport

Discharge Requesting Northern Pacific Transport return Hans Goettsche to work and place him on seniority list and pay all time lost since 12/1/70 due to Company's improper termination.

DECISION: (Alternate Main Committee - Transcript Pgs. 16-26/ - 2/9/71)  
M/m/s/c/that the request of the Union in this case be denied.

Case # Local 17, Denver, Colorado, and  
2-71-5824 Garrett Freight Lines

Warning Robert L. Hill protests the warning letter of December 10, 1970 as unjust.  
Letter

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and  
2-71-5825 Garrett Freight Lines, Inc.

Warning Robert Hill protests warning letter of December 2, 1970 as unfair.  
Letter

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and  
2-71-5826 Garrett Freight Lines

Warning Raymond Leach protests warning letter as unfair. Letter dated December 11, 1970.  
Letter

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and  
2-71-5827 The Ringsby System

Warning Letter Local 17, is protesting the letter received October 15, 1970. Local 17 is also asking that no warning letters or reprimand letters be given to any members of Local 17 working at Ringsby dock at Denver, until this letter can be worked out with the parties involved.

DISPOSITION: Settled and Withdrawn.

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Case # Local 57, Eugene, Oregon, and  
2-71-5828 Trans-Western Express

Warning Letter Local 57 is protesting the warning letter issued to Charles Imus on December 16, 1970.

DISPOSITION: Postponed.

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Case # Local 208, Los Angeles, California, and  
2-71-5829 Pacific Intermountain Express

Warning Letter George B. Clayton protests warning notice on July 17, 1970.

DECISION: (Alternate Main Committee - Transcript Pgs. 27-32/ -  
2/9/71)

M/m/s/c/that the warning notice be withdrawn.

---

Case # Local 533, Sparks, Nevada, and  
2-71-5830 Wells Cargo

Warning Letters Union protests warning notice issued 11-5-70 to Fernandes, Carder and Pedroni.

DECISION: (Alternate Main Committee - Transcript Pgs. 33-37/ -  
2/10/71)

M/m/s/c/that the warning letters are improper under the terms and conditions of the Contract and, therefore, they be rescinded.

---

Case # Local 911, Klamath Falls, Oregon, and  
2-71-5831 Trans-Western Express

Warning Letter Local 911 is protesting the warning letter issued to Marty Hallnan on December 12, 1970, for a vehicular accident that occurred at the Eugene terminal.

DECISION: (Alternate Main Committee - Transcript Pgs. 165-169/ -  
2/12/71)

M/m/s/c/that the warning letter be reduced to a letter of reprimand.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 70, Oakland, California, and  
2-71-5832 Ringsby System

Joint Union claims that Company dropped trailers at Raytheon  
Council #7 Company South San Francisco, an extended loading took  
Dispute place which exceeded thirty-six hours. Union claims that  
the Local 70 driver who took the trailers to Raytheon should  
have stayed with the equipment while it was being loaded.

DECISION: (Jt. Council #7 Committee - Transcript Pgs. 33-45/ -  
2/9/71)

M/m/s/c/based on the facts presented in Case #2-71-5832, Local 70, Oakland,  
and Ringsby System, that the Committee find the claim of the Union is denied.

NOTE: Cases #2-71-5832 and #2-71-5833 were heard together.

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Case # Local 70, Oakland, California, and  
2-71-5833 Ringsby System

Joint Union claims that Company dropped a full load of laundry  
Council #7 machinery at a consignees place of business in Richmond.  
Dispute No driver stayed with the trailer, and the Company picked  
it up, empty on Monday. The Union feels that a Local 70  
employee should have stayed with the trailer. Trailer was  
unloaded by fork lift.

DECISION: (Jt. Council #7 Committee - Transcript Pgs. 33-45/ -  
2/9/71)

M/m/s/c/in Case #2-71-5833 involving Local 70, Oakland, and Ringsby System,  
that the Company and Union will check the laundry that this machinery was de-  
livered to on the weekend of October the 2nd, and if the laundry unloaded the  
truck in one day, as claimed by the Union, the claim of the Union will be allow-  
ed. If it is proven that they took more than one day to unload it, the claim of  
the Union is denied.

NOTE: Cases #2-71-5832 and #2-71-5833 were heard together.  
Decision in Case #2-71-5832 applies.

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Case # Local 85, San Francisco, California, and  
2-71-5834 I. M. L. Freight, Inc.

Joint Company is bobtailing tractors with Oakland drivers from  
Council #7 Oakland to San Francisco. They go to the Company's San  
Dispute Francisco terminal and pick up loaded sets and take them  
back to the East Bay. Union feels this is Local 85 work and  
belongs to either Local 85 men on layoff from the Company  
or to men out of the Local 85 hiring hall.

DISPOSITION: Postponed.

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Case # Local 85, San Francisco, California, and  
2-71-5835 Western Carloading

Joint Union requests that payment of one night shift 12:00 A. M.  
Council #7 to 8:00 A. M. and right to attain seniority for V. Dutra.  
Dispute Employee worked out of the hall for a period of 22 days  
and is entitled to seniority.

DECISION: (Jt. Council #7 Committee - Transcript Pgs. 12-22/ -  
2/9/71)

M/m/s/c/based on the facts in this particular case, the claim of the Union is  
denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
2-71-5836

Local 287, San Jose, California, and  
Cancilla Trucking

Joint  
Council #7  
Dispute

Union requests 8 hours pay for H. Earle.  
The Company is party to the Full Load agreements which  
carries an endorsement on the Full Load application that  
when the Company is performing local pick-up and delivery  
work the conditions of the Local PUD contract will be com-  
plied with.

DECISION:

Withdrawn.

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Case #  
2-71-5837

Local 287, San Jose, California, and  
Delta Lines

Joint  
Council #7  
Dispute

Claim for seniority for man who has worked 29 days for  
Employer. Union requests that above named man (Richard  
Nye) be put on the seniority list.

DECISION:

(Jt. Council #7 Committee - Transcript Pgs. 58-61/ -  
2/10/71)

M/m/s/c/based on the facts in this case, that the man be put on the steady pay-  
roll, and his seniority date shall be determined based on the first two days dock  
casuals worked after October 26th, and that the Employer shall pay the \$25.00.  
There is no back pay in this case.

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Case #  
2-71-5838

Local 287, San Jose, California, and  
Pacific Intermountain Express

Joint  
Council #7  
Dispute

Union requests that Gerald Durham should be compensated  
the difference between what he made on the day in question  
and what Paul Tribon was paid.

DISPOSITION:

Postponed.

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Case #  
2-71-5839

Local 287, San Jose, California, and  
California Motor Express

Joint  
Council #7  
Dispute

Union claims 4 hours pay for Carl Martorell at broken time  
rate and also that the Company be ordered to cease and de-  
sist this practice.

DECISION:

(Jt. Council #7 Committee - Transcript Pgs. 55-57/ -  
2/10/71)

M/m/s/c/based on the fact that the driver of the carrier's equipment was work-  
ing under the Joint Council 7 Pickup and Delivery Agreement, the claim is denied,  
based on Article 47, Section 2 (d).

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 315, Martinez, California, and  
2-71-5840 Santa Fe Trails Transportation

Joint Money claim for new equipment wage scale, retroactive.  
Council #7 Union claims \$6,903.00 in back pay for various operators  
Dispute and ground men of travel lift. Union has made an estimate  
of amount of pay retroactive to date that new rate was re-  
quested.

DECISION: (Jt. Council #7 Committee - Transcript Pgs. 23-31/ -  
2/9/71)

M/m/s/c/in Case No. 5840 involving Local 315 and Santa Fe Trails Transpor-  
tation regarding the \$ .50 for the operator of the piggy packer, or hyster, \$ .25  
an hour additional for the ground employees; and since the back pay is in dis-  
pute and estimated by both parties, that the Committee rules that the Company  
will pay a total of \$5,000 with the understanding that \$300 of it goes to the em-  
ployee who submits the claim for the \$300; and that the Union will be instruct-  
ed to furnish the Employer with the names of the additional employees and the  
amount that should be paid to those employees; and that this completely wipes  
out any past claims for runarounds and/or overtime that might have occurred  
from the inception of the new piece of equipment until now.

Case # Local 980, Santa Rosa, California, and  
2-71-5841 Pacific Motor Trucking

Joint Union claims "lock out" when barn was picketed by Rail-  
Council #7 way Brotherhood. Union requests that each employee be  
Dispute paid for the portion of the shift he would have worked if  
the Terminal Manager had not locked them out.

DECISION: (Jt. Council #7 Committee - Transcript Pgs. 65-71/ -  
2/10/71)

M/m/s/and Deadlocked based on the facts of this particular case, the claim of  
the Union is allowed.

NOTE: This case is referred to the National Committee.

Case # Local 150, Sacramento, California, and  
2-71-5844 California Motor Express

P & D Union claims all time lost for Carl Matson due to Company  
Dispute position on D. O. T regulations.

DECISION: (Main Committee - Transcript Pgs. 428-436/ - 2/11/71)

M/m/s/c/that a third doctor be selected in accordance with the provisions of  
the agreement, and if he qualifies with the third doctor that he be put back to  
driving pending the decision of the D. O. T. And the money claim is denied.

Case # Local 150, Sacramento, California, and  
2-71-5845 Consolidated Freightways

P & D Union claims 8 hours pay at time and one-half for Garcia,  
Dispute Church, Kephart and Yoachum for 11-20-70, when junior  
men worked.

DECISION: (Committee for Local Operations - Transcript Pgs. 105-109/  
2/10/71)

M/m/s/c/that based on the facts presented in this particular case the claim  
of the Union be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 154, Seattle, Washington, and  
2-71-5846 Consolidated Freightways

Office Company refuses to pay September Health and Welfare  
Dispute premium for Robert Adams who was hired July 27, 1970.

DECISION: (Committee for Local Operations - Transcript Pgs. 117-120/  
2/10/71)

M/m/s/c/that due to the fact that Robert Adams did not work forty hours in the month of August after completion of his probationary period the claim of the Union be denied.

Case # Local 154, Seattle, Washington, and  
2-71-5847 T.I.M.E., DC., Inc.

Office Company requests that there be separate seniority lists for  
Dispute the Seattle terminal office and the Seattle shop office.

DECISION: (Committee for Local Operations - Transcript Pgs. 121-130/  
2/10/71)

M/m/s/c/that the claim of the Company be denied.

Case # Local 313, Tacoma, Washington, and  
2-71-5848 Inter-City Auto Freight

P & D Requesting wage classification of Hi-Low Trailer.  
Dispute

DECISION: (Committee for Local Operations - Transcript Pgs. 18-24/  
2/9/71)

M/m/s/c/that the claim of the Union be denied.

Case # Local 533, Sparks, Nevada, and  
2-71-5849 Consolidated Freightways

P & D Union claims 8 hours pay for Martinez on November 17, 20,  
Dispute and 23, 1970, and 8 hours for D. Martin on November 19,  
1970.

DECISION: (Committee for Local Operations - Transcript Pgs. 97-104/  
2/10/71)

M/m/s/c/that if there was bargaining unit work performed while there were no bargaining unit employees on the dock the claim be allowed; otherwise, the claim be denied.

Case # Local 741, Seattle, Washington, and  
2-71-5850 Pacific Intermountain Express

P & D Local 741 on behalf of employees Nelson, Hanson, Selset  
Dispute and Wheeler, requests P.I.E. pay employees from 10:00 A.M.  
their assigned starting time to 5:00 P.M. at overtime rate  
when Company changed starting times on 12/11.

DISPOSITION: Withdrawn.



DISPUTE CASE FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and  
2-71-5851 Consolidated Freightways

O-T-R Union claims 274 miles and 1 1/4 hours work time for  
Dispute R. Pistorius on 11-28-70.

DISPOSITION: Withdrawn.

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Case # Local 180, Los Angeles, California, and  
2-71-5852 Navajo Freight Lines

O-T-R Charles Graves and C. Bockover claimed 8 1/2 hours on  
Dispute trip sheet #151949 which was denied them. This was for  
runaround in Amarillo, Texas when the Company dispatched  
a team from Albuquerque on tractor #3380 through Amarillo  
and picked up a set of trailers for Phoenix.

DISPOSITION: Settled and Withdrawn.

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Case # Local 208, Los Angeles, California, and  
2-71-5853 Quick Service Transfer  
Halbert Bros.

Machine Quick Service Transfer, 4001 East Washington Blvd., Los  
Hauling Angeles and various companies that move machinery that  
are signatory to the Pick-up & Delivery and National Master  
Freight Agreement to pay rate under the Machinery Adden-  
dum to Heavy Specialized Supplement which pays a higher  
rate of pay for machinery moving. These companies have a  
combination of half freight and machinery.

DECISION: (Main Committee - Transcript Pgs. 242-248/ - 2/10/71)  
M/m/s/c/that the Company comply with Article 57 and pay the higher rate when  
the man is hauling machinery.

---

Case # Local 224, Los Angeles, California, and  
2-71-5854 California Motor Express, Ltd.

O-T-R Local 224 on behalf of Leonard Wonenberg is protesting his  
Dispute Company line seniority date which is listed as May 15, 1969.  
He feels he should have a Company line seniority date of  
4-6-69.

DECISION: (Main Committee - Transcript Pgs. 397-402/ - 2/11/71)  
M/m/s/c/based on the change of operations case #8-9-4645, Leonard Wonen-  
berg's line seniority date is May 15, 1969.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
2-71-5855 Cancilla Trucking

Full Load Union claims Company hired two new employees while D.  
Dispute Bondi was on layoff.  
Company claims they were advised that a man did not gain seniority unless he has been employed 120 days. Bondi did not acquire seniority.

DECISION: (Main Committee - Transcript Pgs. 203-209/ - 2/10/71)  
M/m/s/c/this case be referred back to the negotiating committee who negotiated the Full Load Agreement.

Case # Local 357, Los Angeles, California, and  
2-71-5856 Hopper Truck Lines

Sub- Hopper Freight Lines has been farming out freight while  
Contracting laid off employees are laid off and not working. We feel that we should have first choice on the freight that is sub-contracted to G.I. Trucking, G & H Trucking and Bott Trucking, Same Day Delivery Service and others. We are asking for all back pay while Hopper is sub-contracting freight.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and  
2-71-5857 O.N.C. Motor Freight System

Sub- For and on behalf of Carl Stanoyevic and employee members.  
Contracting Violation of Article 32, Section 1. O.N.C. has been farming out freight while men are on layoff status. We feel we should have first choice on the freight that is sub-contracted to G.I. Trucking, G & H Trucking, Bott Trucking and Same Day Delivery Service and others. We are asking for all back pay while O.N.C. is sub-contracting freight.

DISPOSITION: Postponed.

Case # Local 386, Modesto, California, and  
2-71-5858 American Transfer Company

Tank-Truck Union claims driver Shirt worked four months and was  
Dispute laid off. Union claims pro-rata vacation pay. Union received notice on 10-7-70. Wants pro-rate and deferred payment of pro-rate.

DECISION: (Main Committee - Transcript Pgs. 411-416/ - 2/11/71)  
M/m/s/c/based on the facts, the claim of the Union be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 386, Modesto, California, and  
2-71-5859 Miles and Sons Trucking Service

Cement Union has seniority list for Merced and now Mountain View.  
Dispute Question is whether the Mountain View seniority list in-  
cludes Modesto man. Driver Gonzales testified that he and  
other Merced men did not get the chance to move. There is  
no house account in the supplement.

DECISION: (Main Committee - Transcript Pgs. 344-350/ - 2/11/71)  
M/m/s/c/ based on the fact there are two separate seniority boards the claim  
of the Union is denied.

---

Case # Local 439, Stockton, California, and  
2-71-5860 Marino Bros. Trucking Company

O-T-R Union claims proper rate of pay for Bideler.  
Dispute Union claims the man was paid \$20.00 when he worked a  
day and claim for proper rate of pay. Union claims pay  
slips show Marino Bros.

DISPOSITION: Settled and Withdrawn.

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Case # Local 467, San Bernardino, California, and  
2-71-5861 Inland Cities Express  
Sackett Transportation Company

O-T-R General Truck Drivers Warehousemen and Helpers Union  
Dispute Local 467 hereby files a grievance against Sackett Trans-  
portation Company and Inland Cities Express on behalf of  
all employees under Article 45 of the Over-the-Road Agree-  
ment. Since June of 1970, the Company is in violation of  
Article 44, Section 4, of the Over-the-Road Agreement.  
Also Article 43, Section 1 of the Over-the-Road Agreement.  
Therefore, we claim all loss of earnings under Article 45,  
Section 5 of the Agreement.

DECISION: (Main Committee - Transcript Pgs. 387-396/ - 2/11/71)  
M/m/s/c/ that these men be paid the difference between what they earned per  
week and two round trips, Riverside-Red Bluff, plus four hours work time.

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Case # Local 741, Seattle, Washington, and  
2-71-5862 O.N.C. Motor Freight System

O-T-R Union requests that O.N.C. pay Mike Lane four hours  
Dispute abuse of free time at Medford, Oregon when Lane was told  
to report to work at the end of 8 hours and one hour prior  
to depart time was told not to report for work.

DECISION: (Main Committee - Transcript Pgs. 351-356/ - 2/11/71)  
M/m/s/c/ the Union's position be upheld.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 856, San Francisco, California, and  
2-71-5863 Consolidated Fibers

Master Union claims they are in possession of signature cards  
Dispute from a majority of the employees in the office for Union  
representation, and that the Company fails to recognize  
the Union.

DECISION: (Main Committee - Transcript Pgs. 249-263/ - 2/10/71)  
M/m/s/c/this case is improperly before this committee.

Case # Local 150, Sacramento, California, and  
2-71-5864 O.N.C. Motor Freight System

Discharge Union protests the discharge of Bennie Patterson.

DECISION: (Main Committee - Transcript Pgs. 157-163/ - 2/9/71)  
M/m/s/c/that the man be returned to work on his next regular shift with no  
compensation for time lost.

Case # Local 208, Los Angeles, California, and  
2-71-5865 Transcon Lines

Discharge I, Jarvis A. Holcomb, do hereby protest my termination of  
11-10-70 and request that I be restored to duty with full  
seniority and back wages.

DECISION: (Alternate Main Committee - Transcript Pgs. 55-71/ -  
2/11/71)  
M/m/s/c/that the discharge be sustained.

Case # Local 468, Oakland, California, and  
2-71-5866 Pacific Motor Trucking

Discharge Discharge of William Nief.  
Company contends employee falsified his log by indicating  
that he took a layover in Los Angeles when in actuality he  
turned at Los Angeles.

DECISION: (Main Committee - Transcript Pgs. 376-/ 2/11/71)  
M/m/s/c/based on the facts in this case the discharge be reduced to a suspen-  
sion and the man be returned to work on his next regular shift with full senior-  
ity and no back pay for time lost.

Case # Local 468, Oakland, California, and  
2-71-5867 Pacific Motor Trucking

Discharge Discharge of Ted Hall.  
Company contends employee falsified logs by indicating he  
had taken a layover in Los Angeles when in actuality he had  
turned in Los Angeles.

DECISION: (Main Committee - Transcript Pgs. 361-375/ - 2/11/71)  
M/m/s/c/based on the facts in this case I move that the discharge be reduced  
to a suspension and the man be returned to work on his next regular shift with  
full seniority and no back pay for time lost.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
2-71-5868

Local 70, Oakland, California, and  
Owens Illinois

Joint  
Council #7  
Dispute

Employee C. Harlan was off on sick leave November 4th and 5th, 1970. He has used 12 days of his sick leave since 4-1-70. However, since employees are allowed to accumulate unused sick leave up to a maximum of 36 days as of 7-1-59 established anniversary date. Union feels Mr. Harlan should be paid for the second day he was off, namely, November 5, 1970.

DISPOSITION:

Postponed.

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Case #  
2-71-5869

Coast Drayage and  
Local 70, Oakland, California

Joint  
Council #7  
Dispute

Money claim by Coast Drayage against Local 70 for indulging in illegal work stoppage and forcing Company to employ an extra man in violation of Article 47 of the Supplemental Agreement.

DISPOSITION:

Postponed.

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Case #  
2-71-5870

Local 70, Oakland, California, and  
Transcon Lines

Joint  
Council #7  
Dispute

Company had past practice of allowing swing shift employees to bring coffee and cokes up on the dock at other than coffee break times. The Company ceased this and the Union claims it should be continued as a past practice.

DECISION:

(Jt. Council #7 Committee - Transcript Pgs. 2-5/ -2/9/71)  
M/m/s/c/since the contract calls for coffee breaks afforded to all employees on the docks, the claim of the Union is denied.

---

Case #  
2-71-5871

Local 70, Oakland, California, and  
Transcon Lines

Joint  
Council #7  
Dispute

Union claims a day's pay for a man out of the hall. Company dropped a trailer at Ferro Enameling in Oakland, non-Union people performed the loading of said trailer. Company should have had a Local 70 man on stand-by.

DISPOSITION:

Withdrawn.

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Case #  
2-71-5872

Local 70, Oakland, California, and  
Transcon Lines

Joint  
Council #7  
Dispute

Union claims that Company has a past practice of allowing employees on the swing shift a coffee break at the end of their 8th hour shift if they were to work overtime. Company had discontinued this.

DISPOSITION:

Settled and Withdrawn.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 490, Vallejo, California, and  
2-71-5873 Pacific Motor Trucking

Joint Claim for waiting pay for men when a delay is encountered  
Council #7 in receiving their weekly checks.  
Dispute

DECISION: (Jt. Council #7 Committee - Transcript Pgs. 6-11/ -  
2/9/71)

M/m/s/c/based on the lack of communication between the Company and the employees involved, and the commitment made by the Company representative, the claim for four hours to each man is to be honored. This decision is not precedent on this issue or for future cases on this subject.

Case # Local 222, Salt Lake City, Utah, and  
2-71-5874 I. M. L. Freight Lines

O-T-R The Union is claiming runarounds for Salt Lake City  
Dispute drivers when the Company used piggy back operators.

DECISION: (Main Committee - Transcript Pgs. 340-343/ - 2/11/71)

M/m/s/c/based on the fact that I. M. L. has a combined East-West seniority board in Salt Lake City, the claim of the Union is denied.

Case # Local 222, Salt Lake City, Utah, and  
2-71-5875 I. M. L. Freight Lines

O-T-R Claim for runarounds by Salt Lake City men on layoff  
Dispute when Company dispatched Chicago to Los Angeles freight via Kansas City rather than through Salt Lake City.

DECISION: (Main Committee - Transcript Pgs. 164-171/ - 2/9/71)

M/m/s/c/that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and  
2-71-5876 Service Truck Company

Termination The Union protests the termination of Ronald Atkins.

DECISION: (Alternate Main Committee - Transcript Pgs. 83-93/ -  
2/11/71)

M/m/s/ and Deadlocked that Mr. Atkins be returned to work with full seniority and full compensation for time lost, including fringe benefits.

NOTE: This case shall be submitted to umpire handling with H. L. Woxberg as the Arbitrator.

Case # Local 208, Los Angeles, California, and  
2-71-5877 Signal Truck

Termination The Union protests the termination of John Curry.

DECISION: (Alternate Main Committee - Transcript Pgs. 94-103/ -  
2/11/71)

M/m/s/c/that the acts of the complainant in this case constituted dishonesty within the meaning of Article 46 of the current Labor Contract and that the discharge be sustained.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
2-71-5878 C. M. E.

Termination The Union protests the termination of Louis Repucci.

DECISION: (Main Committee - Transcript Pgs. 233-241/ - 2/10/71)  
M/m/s/c/that he be returned to work when released by the doctor with all seniority rights.

---

Case # Local 357, Los Angeles, California, and  
2-71-5879 T. I. M. E. DC., Inc.

Termination The Union protests the termination of Rodney Miller.

DECISION: (Alternate Main Committee - Transcript Pgs. 46-54/ -  
2/10/71)

M/m/s/c/that based on the facts presented the claim of the Union be denied.

---

Case # Local 357, Los Angeles, California, and  
2-71-5880 C. M. E.

Termination The Union protests the termination of Juan Perez.

DECISION: (Alternate Main Committee - Transcript Pgs. 131-134/ -  
2/11/71)

M/m/s/c/that this case be referred back to the Southern California Joint State Committee to be heard on its merits.

---

Case # Local 81, Portland, Oregon, and  
2-71-5881 Arrow Transportation

Termination The Union protests the termination of Oliver Lambert.

DECISION: (Alternate Main Committee - Transcript Pgs. 153-160/ -  
2/12/71)

M/m/s/c/that the discharge be sustained.

---

Case # Local 81, Portland, Oregon, and  
2-71-5882 Garrett Freight Lines

Termination The Union protests the termination of David Gross.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
2-71-5883 Trans-Western Express

Termination The Union protests the termination of Emil Smolich.

DECISION: (Alternate Main Committee - Transcript Pgs. 161-164/  
2/12/71)

M/m/s/c/that Mr. Smolich be returned to work on February 16, 1971 in his rightful seniority position, that he be issued a warning notice for negligence and that he receive no compensation for time lost.

---

JWAC Minutes  
February 8-9-10-11-12  
1971



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 45, Great Falls, Montana, and  
2-71-5884 Consolidated Freightways

O-T-R Claim for 2 days pay for John Brutusky who was on lay off  
Dispute when a Burlington Northern driver performed work in the  
Consolidated Freightways terminal.

DISPOSITION: Postponed.

---

Case # Local 190, Billings, Montana, and  
2-71-5885 Ringsby System

Master The Local Union wishes to protest the Company's change of  
Dispute paydays.

DECISION: (Main Committee - Transcript Pgs. 327-329/ - 2/11/71)  
M/m/s/c/ that Friday is payday but the Company will continue their practice,  
that if the checks are ready and available on Thursday they will be given to the  
employees.

---

Case # Local 190, Billings, Montana, and  
2-71-5886 Ringsby System

O-T-R The Local Union is asking pay of 15 minutes time for each  
Dispute of 3 days when the Company did not properly pay for fuel  
and check time.

DECISION: (Main Committee - Transcript Pgs. 330-333/ - 2/11/71)  
M/m/s/c/ that the 15 minutes for the three days in question be allowed and that  
the members are instructed to itemize anything over and above 30 minutes.

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Case # Local 17, Denver, Colorado, and  
2-71-5887 Ringsby System

Master Application of seniority.  
Dispute

DISPOSITION: Postponed.

---

Case # Local 70, Oakland, California, and  
2-71-5888 Wells Cargo

O-T-R Claim for monies earned when a Local 533 man delivered  
Dispute to Coyote, California and a Local 70 man was denied the  
work opportunity.

DECISION: (Main Committee - Transcript Pgs. 143-150/ - 2/9/71)  
M/m/s/c/ if the Union can show that there has been a past practice of Local 70  
men delivering freight from the Oakland terminal to the Salinas-Monterey-Coy-  
ote area, the claim of the Union is upheld. Otherwise the claim is denied.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
2-71-5889

Local 81, Portland, Oregon, and  
Consolidated Freightways

Warning  
Letter

Protests of warning letters "Failure to follow instructions  
and work overtime".

DECISION:

(Alternate Main Committee - Transcript Pgs. 170-177/ -  
2/12/71)

M/m/s/c/that the warning notices be sustained.

Case #  
2-71-5890

Local 70, Oakland, California, and  
Sea-Land

Joint  
Council #7  
Dispute

The Union claims that the Company is improperly paying  
overtime for the swing shift employees.

DECISION:

(Jt. Council #7 Committee - Transcript Pgs. 46-54/ -  
2/9/71)

M/m/s/c/since the Company operated under the same language prior to this  
time, the 5:00 o'clock shift ending at 1:30 with no time and a half, and since  
there was no discussion during the negotiations to change this, that the claim of  
the Union is denied.

Case #  
2-71-5891

Local 70, Oakland, California, and  
Delta Lines

Interpre-  
tation

Question of whether or not a driver who loses his license  
for reasons other than work connected has a right to bump  
a junior man on the dock.

DECISION:

(Jt. Council #7 Committee - Transcript Pgs. 62-64/ -  
2/10/71)

M/m/s/c/the man would remain on the seniority list however he would be put  
on layoff status. The men on layoff would be called back to work first, then this  
man would be offered the next opportunity for dock work ahead of casuals. Once  
called back to work he would then exercise his full seniority in the event of  
layoff.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case #      L-886      ROBERT DUNLAP, member of Local 17, Denver, Colorado.  
2-71-5768      Employee of Burlington Truck Lines, Inc. Request is for  
a period of 90 days, effective October 5, 1970, for the pur-  
pose of working in Local 17.
- L-887      CLYDE I. NOVAK, member of Local 448, Missoula, Montana.  
Employee of United-Buckingham Freight Lines. Request  
is for a period of 30 days, effective November 1, 1970, for  
the purpose of training period for dispatching position.
- L-888      TEMPLE R. WEBB, member of Local 17, Denver, Colorado.  
Employee of T.I.M.E., DC, Inc. Request is for a period  
of 90 days, effective September 28, 1970, for the purpose  
of working in Local 17.
- L-889      SAM MASON, member of Local 692, Long Beach, Calif.  
Employee of Chesley Transportation. Request is for a  
period of 90 days, effective September 5, 1970, for the  
purpose of Dispatching.
- L-890      ALVEY D. INMON, member of Local 692, Long Beach, Calif.  
Employee of Chesley Transportation. Request is for a  
period of 90 days, effective December 14, 1970, for the  
purpose of trying out as Dispatcher.
- L-891      C. E. KOHLER, member of Local 542, San Diego, Calif.  
Employee of California Motor Express. Request is for a  
period of 90 days, effective January 18, 1971, for the pur-  
pose of taking a Supervisory position with the company in  
Oakland.
- L-892      FRANK L. LEWIS, member of Local 208, Los Angeles, Calif.  
Employee of Milton's Express. Request is for a period of  
90 days, effective November 2, 1970, for the purpose of  
taking Dispatcher position.
- L-893      BILLY JOE MUNN, member of Local 542, San Diego, Calif.  
Employee of Borrego Freight Lines, Inc. Request is for  
a period of 90 days, effective January 4, 1971, for the pur-  
pose of accepting on trial basis a Supervisory position with  
the company (not covered by labor agreement).
- L-894      JESS J. SCHOONOVER, member of Local 483, Boise, Idaho.  
Employee of Consolidated Freightways, Inc. Request is for  
a period of 90 days, effective January 1, 1971, for the purpose  
of becoming Secretary-Treasurer of Local 483.
- L-895      REX O. CARPENTER, member of Local 467, San Bernardino,  
California. Employee of Lee Way Motor Freight. Request  
is for a period of 90 days, effective December 17/70 for the  
purpose of working in a non-covered position.

(Continued on Following Page)

JWAC Minutes  
February 8-9-10-11-12  
1971



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case #

2-71-5768

- L-896 FRANKLIN WEAVER, member of Local 468, Oakland, California. Employee of Delta Lines. Request is for a period of 90 days, effective January 18, 1971, for the purpose of assuming position of Line Dispatcher.
- L-897 ROBERT D. GRESHAM, member of Local 224, Los Angeles, California. Employee of Hadley Auto Transport. Request is for a period of 90 days, effective January 6, 1971, for the purpose of accepting temporary position as Dealer Coordinator.
- L-898 RICHARD C. POMMER, member of Local 208, Los Angeles, California. Employee of Shippers Express Company. Request is for a period of 90 days, effective January 16, 1971, for the purpose of accepting job in Management (Sales).
- L-899 RICHARD A. ANDERSON, member of Local 208, Los Angeles, California. Employee of Kerner Trucking Service, Inc. Request is for a period of 90 days, effective February 1, 1971, for the purpose of accepting position as Night Operations Supervisor.
- L-900 ROBERT C. COLLIER, member of Local 208, Los Angeles, California. Employee of Alco Transportation Co. Request is for a period of 90 days, effective February 1, 1971, for the purpose of accepting position of Management Trainee.
- L-901 HENRY H. HALL, member of Local 224, Los Angeles, California. Employee of Blackburn Truck Lines. Request is for a period of 90 days, effective December 9, 1970, for the purpose of becoming a Dispatcher.

DECISIONS: Committee for Local Operations - Transcript Pgs. 179-194/-2/11/71)  
The above Leaves of Absence were all approved at the February, 1971 JWAC Meeting with the following exception:

L-897 Robert D. Gresham - this request is improperly before this Committee and that it should be referred to the Automobile Transporters Committee. (Transcript Pg. 190)



TEAMSTERS LOCAL 70 - ROY NUNES

BEFORE  
JOINT WESTERN AREA COMMITTEE  
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S  
of the  
SPECIAL JOINT COUNCIL #7 COMMITTEE

PRESIDIO ROOM  
DEL WEBB TOWNEHOUSE  
SAN FRANCISCO, CALIFORNIA

FEBRUARY 9 and 10 1971

--oOo--

Reported by:  
LINDA M. BALLAS

**E. D. CONKLIN**  
*Certified Shorthand Reporter*  
110 BUTTER STREET  
SAN FRANCISCO 4  
GARFIELD 1-3984



TIME SAVING  
MADE IN U.S.A.  
MEMO



I N D E X

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BEFORE  
JOINT WESTERN AREA COMMITTEE  
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S  
of the  
SPECIAL JOINT COUNCIL #7 COMMITTEE

PRESIDIO ROOM  
DEL WEBB TOWNEHOUSE  
SAN FRANCISCO, CALIFORNIA  
FEBRUARY 9 and 10 1971

--oOo--

Reported by:  
LINDA M. BALLAS



1 CASE NO. 2-71-5870

FEBRUARY 9 1971

11:00 AM

2 LOCAL 70 and  
3 TRANSCON LINES

4 - - -

5 SPECIAL JOINT COUNCIL #7 COMMITTEE

6 UNION PANEL

EMPLOYER PANEL

7 ROY WILLIAMS, Chairman  
8 GEORGE KING  
9 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

9 APPEARANCES:

10 ROY NUNES, JIM JESUS and GENE WOFFORD appeared on behalf  
11 of Local 70.

12 GARY BOWEN appeared on behalf of the employer.

13 - - -

14 CHAIRMAN WILLIAMS: This is Case No. 2-71-5870, Local 70  
15 and Transcon Lines.

16 Go ahead.

17 MR. NUNES: We filed this one under Article 6.

18 The Company stopped employees working the swing shift from  
19 taking coffee or cokes on the dock. This has been a benefit  
20 for a great length of time.

21 The employer, himself, agrees that--and I don't know on  
22 this occasion--but the employees contacted the union, and  
23 this is something they have been doing for years. They could  
24 just get coffee and take it up on the dock in summer months, or  
25 whatever; and now the employer has completely stopped this and  
26 says that they have no right to do it.



1 Do you want to add to this?

2 MR. JESUS: This did go on up until the day--

3 CHAIRMAN WILLIAMS: What is your name, sir?

4 MR. JESUS: Jim Jesus.

5 This did go on up until the day after the deadlock where  
6 the employees were still allowed to go get coffee; but instead  
7 of bringing it up on the dock, they were told to just drink it  
8 down by the coffee machine instead of bringing it up on the  
9 dock.

10 After it was deadlocked, the supervisor on that shift  
11 was then told the following Monday to tell the men that under  
12 no circumstances at all, since it had gone to grievance, not to  
13 give the coffee out or let the guys go down by the machine and  
14 get it.

15 CHAIRMAN WILLIAMS: Let me ask you this:

16 Can the guys go down by the machine and get the coffee or  
17 cokes and stand there and drink it?

18 MR. JESUS: No, sir.

19 After it deadlocked, they were told they couldn't do that  
20 anymore.

21 CHAIRMAN WILLIAMS: Let's hear from the company.

22 MR. BOWEN: Our standards are simple.

23 We don't feel that taking coffee and cokes up on the dock,  
24 even though it has happened on some occasions in the past by some  
25 people, we don't feel it has to do with the Maintenance of  
26 Standards.



1 We have a coffee lunchroom designed for that purpose and  
2 a coffee break designed for that purpose. It has nothing to  
3 do with the Maintenance of Standards.

4 It is a reasonable company request to have coffee and cokes  
5 or whatever taken in that room at that time.

6 It has happened on some occasions in the past that some  
7 people have taken coffee and cokes up on the dock, and evidently  
8 it got out of hand and wasn't noticed until it became a problem.

9 We asked our people to take their coffee in the coffee  
10 room.

11 MR. KIRBY: You are talking about your dock employees only?

12 MR. BOWEN: Right.

13 The only problem occurred with the dock employees.

14 MR. KIRBY: You have a uniform coffee break on your platform?

15 MR. BOWEN: Right. It is all at the same time, right.

16 MR. KIRBY: On your swing, graveyard or even if you have  
17 dock employees on your day shift?

18 MR. BOWEN: Yes.

19 MR. NUNES: To add for the record, the reason these men  
20 run back and forth on the swing and graveyard shift is that  
21 Transcon Lines is a terminal that has no doors on it. It is an  
22 open dock.

23 It is cold as hell in there. The wind whips through,  
24 and when it rains, it is all over the floor, and they have to  
25 squeegee the dock after. A cup of coffee helps quite a bit;  
26 that is why it was never questioned before. As long as the



1 men continued to work, there was no question before.

2 CHAIRMAN WILLIAMS: Is there anything else?

3 Excuse the parties.

4 [Executive session.]

5 CHAIRMAN WILLIAMS: Since the contract calls for coffee  
6 breaks afforded to all employees on the docks, the claim of  
7 the union is denied.

8 MR. KING: Second.

9 CHAIRMAN WILLIAMS: You have heard the motion.

10 Are you ready for the question?

11 All those in favor signify by saying "Aye."

12 Those opposed?

13 The motion is carried.

14 The fee is paid by the union.

15 [Whereupon, the parties returned to the hearing room and  
16 the motion was read by the reporter.]

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CASE #2-71-5873

FEBRUARY 9 1971

11:40 AM

--oOo--

LOCAL 490 and  
PACIFIC MOTOR TRUCKING

- - -

SPECIAL JOINT COUNCIL #7 COMMITTEE

## UNION PANEL

## EMPLOYER PANEL

ROY WILLIAMS, Chairman  
GEORGE KING  
FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

Sergeant-At-Arms: Roy Nunes

## APPEARANCES:

JERRY BEATTY appeared on behalf of Local 490.

WILLIAM O. HILLEBRAND and ART BERNARDI appeared on behalf  
of the employer.

- - -

CHAIRMAN WILLIAMS: This is Case No. 2-71-5873, Local 490  
and Pacific Motor Trucking.

MR. BEATTY: This is very simple, Mr. Chairman.

On Thursday, January 7th, nine graveyard shifts were work-  
ing for PMT, Benicia. The paychecks were not there as they  
normally are. Even during the shift, they have received their  
pay in the past.

Upon inquiry from the people as to what happened to the  
paychecks, the only answer they got from the terminal manager  
was that the paychecks aren't here, punch out and go home.

Two people questioned the terminal manager as to why the



1 checks weren't there, and they felt they should stay on the clock.

2 The terminal manager said: "You don't have a beef, go home;  
3 or punch out, and go home."

4 They punched out and they came to the hall.

5 Subsequently, the checks arrived at the terminal at  
6 approximately 11:30 that same morning. The terminal manager  
7 made no attempt to let the men know that the checks were there.  
8 He completely disregarded any feelings for the men wanting  
9 their money or any treatment as a decent human being; he just  
10 said: "The checks aren't here, and I will pay you when I get  
11 good and ready."

12 We filed the case, and are asking for the money.

13 CHAIRMAN WILLIAMS: What time do these fellows normally get  
14 off and work the graveyard shift?

15 MR. BEATTY: 8:00 o'clock. I believe this morning, they  
16 worked until 9:00.

17 CHAIRMAN WILLIAMS: And the checks arrived there at  
18 approximately 11:30?

19 MR. BEATTY: Yes.

20 MR. KIRBY: Did the terminal manager ever contact the men?

21 MR. BEATTY: Sometime later on in the afternoon.

22 MR. KIRBY: Do you know what time?

23 MR. BEATTY: Approximately 1:30.

24 MR. KIRBY: Did anybody come down for the check after that  
25 contact?

26 MR. BEATTY: No.



1       The manner in which the terminal manager posed this, we  
2       didn't know they would get their checks, even if they went down  
3       on their own time; and this was through complete disregard of  
4       the terminal manager.

5       CHAIRMAN WILLIAMS: Let's hear from the company.

6       MR. HILLEBRAND: The company does pay on Thursday. There's  
7       no dispute there, whatsoever.

8       Our midnight foreman did inform these people, the three  
9       men involved, that the checks were delayed.

10       We normally, in Oakland, bring in our payroll girl at 6:00  
11       o'clock in the morning to start the distribution of the checks  
12       in the Oakland terminal. When the checks were not there,  
13       due to the various payroll records coming up to San Francisco  
14       late, the checks weren't run on Wednesday night. They weren't  
15       actually run until early Thursday morning.

16       Our payroll clerk called Benicia to let them know that the  
17       checks were delayed. They did not know when they would be  
18       available, except that it would be sometime during the afternoon.

19       So, the men were notified of the fact that the checks  
20       were delayed, the actual cause, and they did not know at that  
21       time anything other than there was a delay.

22       I would like to cite here a case from the Joint Council 7  
23       which was filed on November 28 1967, between Local 70 and  
24       PMT under very similar circumstances.

25       If I may read the union's position, it states that the  
26       company failed to pay the employees at the end of the Thursday



1 morning graveyard shift, and they had to wait. The union  
2 requested pay for all men and the hours they had to wait for  
3 their checks.

4 At this time, the company filed, asking that we change  
5 our payday from Thursday to Friday; and on December 7, 1967,  
6 the Joint Council No. 7 Labor-Management Committee, at the  
7 Ramada Inn in Burlingame, rendered a decision in 12-7-LD 3483.

8 If I may read this case: Pacific Motor Trucking versus  
9 Local 70, "The following motion was made, seconded and carried:  
10 As the company has established Thursday as payday in accordance  
11 with Article 59, Thursday at the earliest possible time will  
12 continue to be payday, barring unforeseen circumstances."

13 The company feels that these were "unforeseen circumstances."  
14 The payroll was not available. And we feel, since this is a  
15 Joint Council 7 decision, and since Local 70 and Local 490 are  
16 members of Joint Council 7, we feel this decision should apply  
17 to this case.

18 That is it.

19 CHAIRMAN WILLIAMS: Is there anything else?

20 MR. BEATTY: Can we rebut, now?

21 CHAIRMAN WILLIAMS: Sure.

22 MR. BEATTY: What the company failed to bring out in the  
23 December '67 case, I happened to be the chairman of that  
24 committee the day we heard the case; and the case is not parallel  
25 to the instance in this particular case; and, furthermore,  
26 there has never been, to my knowledge--and I have been on the



1 Joint Council 7, as Fred Hofmann can testify, for quite a  
2 number of years--we have never in the CTA agreed to any  
3 precedent setting to any union.

4 The intent here is based on the particular facts in this  
5 case, and this case alone. A parallel is not here, as far as  
6 Local 490's case is concerned.

7 I would not be here pleading this case right now if there  
8 had been any sense of responsibility displayed by the terminal  
9 manager.

10 We work for our money; we give a day's work; and we feel,  
11 at the very least, we should have some form of explanation as  
12 to why our checks are not there when we normally receive them.

13 This was not done, and we feel we have been grieved to a  
14 certain degree.

15 That is all, Mr. Chairman.

16 CHAIRMAN WILLIAMS: Anything else?

17 MR. HILLEBRAND: I feel the facts are the same. The only  
18 difference here is personality.

19 I think the actual facts are that the checks were delayed;  
20 and therefore we feel the facts in both cases are the same.

21 CHAIRMAN WILLIAMS: Are there any other questions?

22 MR. McDOUGALD: Yes, Mr. Chairman.

23 Was there work available that morning for these people?

24 MR. HILLEBRAND: I couldn't answer that.

25 I was not at the terminal. I was down in San Mateo at the  
26 time.



1 MR. BEATTY: The people offered to stay on the clock and  
2 work; and they were refused this opportunity.

3 CHAIRMAN WILLIAMS: Excuse the parties.

4 [Executive session.]

5 MR. KIRBY: Based on the lack of communication between the  
6 company and the employees involved, and the commitment made  
7 by the company representative, the claim for four hours to each  
8 man is to be honored.

9 This decision is not precedent on this issue or for future  
10 cases on this subject.

11 MR. McDOUGALD: Second.

12 CHAIRMAN WILLIAMS: You have heard the motion.

13 Are you ready for the question?

14 All those in favor signify by saying "Aye."

15 Those opposed?

16 The motion is carried.

17 The fee is split.

18 [Whereupon, the parties returned to the hearing room, and  
19 the motion was read by the reporter.]

20 - - -



CASE # 2-71-5835

FEBRUARY 9 1971

2:25 PM

--oOo--

LOCAL 85 and  
WESTERN CARLOADING

- - -

SPECIAL JOINT COUNCIL #7 COMMITTEE

## UNION PANEL

## EMPLOYER PANEL

ROY WILLIAMS, Chairman  
GEORGE KING  
FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

Sergeant-At-Arms: Roy Nunes

- - -

## APPEARANCES:

TOM ANDRATI, JOHN MURNAN, DAN FLANAGAN and VERN DUTRA  
appeared on behalf of Local 85.

BOB LEHMANN appeared on behalf of the employer.

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CHAIRMAN WILLIAMS: This is Case No. 2-71-5835, Local 85  
and Western Carloading.

Go ahead, Tom.

MR. ANDRATI: Johnny Murnan filed this case for Mr. Dutra.

We have, at Western Carloading, a three-team situation  
where John, myself and Mr. Flanagan represent the barn.

At the time this case came up, Mr. Murnan was ill at home  
with a bum back, and I presented the case at that time, which  
it was deadlocked.

Now, we have the records here of the time that Mr. Dutra  
worked for the company; and I am going to let Mr. Murnan go



1 from there.

2 If I can be of any assistance in elaborating what I  
3 presented when the case was deadlocked, then I will only be too  
4 glad to help out.

5 MR. MURNAN: Thank you, Tom.

6 For the enlightenment of the Committee, who may not be  
7 aware of the procedure of hiring on the midnight shift at  
8 Western Carloading, we are faced with a little bit of a problem  
9 there.

10 On the afternoon of the given day, the company will call  
11 the hiring hall--and I am basing this on the full crew is  
12 working--they need some help. They call the dispatcher and  
13 say: Send me five straight tickets. These men, if they don't  
14 work, are given show-up time. They will also say: "Send me  
15 five on speculation, based on the possibility that some of the  
16 men may call in that night sick or whatever; and they have an  
17 overflow of freight or a sizable amount of freight, and these  
18 men are absorbed and put to work.

19 Then, in this particular instance, in the matter of Vern  
20 Dutra, Vern worked 19 days for the company. There wasn't ever  
21 any complaint about his work.

22 I received a letter from Western Carloading signed by  
23 Robert Lehmann, stating: "Please do not dispatch Mr. V. Dutra  
24 to Western Carloading for any shift."

25 On the 7th of October, the company called the hall and  
26 Dutra was in position and was dispatched for the midnight shift;



1 and he was refused employment. He couldn't, at that particular  
2 time, find out from the supervisory capacity on the night  
3 shift what the reason was that he was no longer wanted at  
4 Western Carloading.

5 On the night in question, October 7th, the company hired  
6 men with spec tickets. Dutra was a card-carrying member, and  
7 he was refused work.

8 They have a system there where some of the men will come  
9 down without any dispatch slip whatsoever. They sign up with  
10 the guard at the gate.

11 The night supervisor will call the guard and say: "Send me  
12 in the five straight tickets. Then he finds that maybe three,  
13 four, five men don't appear; so he says, "Send me in the spec  
14 men."

15 Then he may get other phone calls saying: "I won't be  
16 available for work; so then he goes to the list of men who come  
17 down on their own.

18 In this instance, Dutra happened to have 19 days in the  
19 employ, and was outrightly refused the right to work.

20 Mr. Dutra had a phone conversation with Mr. Lehmann, where  
21 he was attempting to find out what the cause was for him not  
22 being able to work there; and Lehmann said that it wasn't a  
23 reflection on his work during the 19 days he was working there.

24 Lehmann stated to Dutra: "We don't need you here, you work-  
25 ed here once before."

26 He did work there before, of his own volition, and he left



1 the company with the opportunity to get a better paying job.

2 Now, we feel, and this is our total position, that the  
3 company has not proceeded in a fair and equitable manner in  
4 casting a black-ball condition on Dutra; and we feel this man  
5 should be given the opportunity to attain his seniority.

6 On the filing on this, we want the man to have the right  
7 to perform as an employee at Western Carloading; and we feel on  
8 that night in question, October the 7th, the man should be  
9 compensated for that night.

10 I will rest at the moment with the right to rebut.

11 Tom or Vern, do you have anything to add that hasn't been  
12 brought to our attention?

13 MR. DUTRA: I would like to go into the details further on  
14 the whole situation:

15 When I was first aware of the fact that Western Carloading  
16 didn't want to hire me, I went to the hiring hall one day in  
17 the afternoon when, normally, the referral slips were handed out  
18 to teamsters who wanted to work the graveyard shift.

19 That is usually when Western Carloading would call the union  
20 and say: "We need ten men or five men or something like that."

21 So, I was in the position on the list to be referred to  
22 them for some other night employment.

23 When I went to the union hall on this specific day, the  
24 dispatcher told me, he says: "Dutra, he says, Western Carloading  
25 doesn't want you." I thought that maybe he was kidding, you  
26 know, because I did my work and everything down there.



1           So, I in turn, I said: "Well, the best thing for me to  
2 do is make a phone call," you know. I said, "I should make a  
3 phone call," you know.

4           So I phoned up Western Carloading and asked to talk to  
5 Robert Lehmann. And I talked to Mr. Lehmann, and I says: "Did  
6 you phone the union and tell the union you don't want me down  
7 there?" you know; and he says, "Yes, I did."

8           I said, "Gee, why did you do that?"

9           And he says: "I don't have to tell you."

10          I said: "You are going to have to tell me. I am a member  
11 of Local 85, and I have a right to work. Don't I do my work?"

12          He said: "Yeah, you do your work."

13          I said: "Well, I will send a letter to the union if you  
14 feel that way."

15          Why should I go to the hall and them tell me we don't  
16 want you and I don't even know why; so, in time, Mr. Lehmann  
17 sent the letter.

18          After I worked ten days, in fact the union knowing there  
19 was no reason stated whatsoever in this letter on why Western  
20 Carloading didn't want me, they didn't acknowledge the fact  
21 and sent me back to Western Carloading.

22          I worked at Western Carloading for nine more days. On the  
23 twentieth day I was referred to Western Carloading with ten  
24 other brother members of Local 85; and I received a plain  
25 referral slip, which I believe exists, like I was a man that  
26 would be guaranteed employment.



1       When I went to Western Carloading -- and the other five  
2 people were on what they call a speculation ticket, they would  
3 possibly work, or maybe they would or wouldn't--but when I did  
4 go to Western Carloading, they have a gate there with the guard,  
5 and it's got a fence where you can't go inside.

6       The guard told me: "I am sorry, we can't take this ticket."

7       I said: "Well, what seems to be the trouble?"

8       He says: "Mr. Lehmann says we don't hire you under any  
9 circumstances."

10       I asked to see the steward, and the steward was already in  
11 the barn, and the steward didn't make any attempt to come out;  
12 but he relayed word through other people that, you know, as soon  
13 as the proper supervision could be contacted, the matter would  
14 be discussed.

15       That's when I was terminated completely, there; I filed  
16 a grievance, I think, the following day, which I think was  
17 October 9. That is when it occurred.

18       Thank you, gentlemen, for listening to me.

19       CHAIRMAN WILLIAMS: Let's hear what the company has got to  
20 say.

21       MR. LEHMANN: Well, the company initially feels that we have  
22 the right to reject any man from employment, provided he hasn't  
23 attained seniority, provided that he is not being discriminated  
24 against in that rejection for being a union member or for age,  
25 or for having a non-disabling handicap; and finally, provided  
26 that we have some reason for not wanting the man in our employ.



1           When Vern Dutra was previously employed by Western  
2 Carloading, he signed a termination in May of 1969. During the  
3 prior period of employment, he had shown he was not a good  
4 permanent employee.

5           MR. MURNAN: I would like to object. I don't think this  
6 is relevant to this case, whatsoever.

7           CHAIRMAN WILLIAMS: Let him go ahead.

8           You are asking for reasons, and the man has asked for  
9 reasons why; and I think the guy is entitled to answer and  
10 give the reasons why. You asked for it.

11          MR. LEHMANN: There were a couple of things, several things,  
12 in his file for the previous period of employment that indicated  
13 that he wasn't a good permanent employee.

14          During the months of August through December of 1970,  
15 we were working fairly heavily; so much so--in fact in terms of  
16 volume, I am speaking--so much so that we do, on several  
17 occasions, go to the local union for casual help. It was during  
18 this period of time that Dutra was sent to Western Carloading  
19 as a casual employee, and after his initial arrival there,--  
20 maybe I can point out a couple of things about our type of  
21 business, we don't really know from one day or one week to  
22 the next what the level of business is that we are going to  
23 maintain.

24          When Mr. Dutra came to our terminal as a casual employee,  
25 early in August, the night supervisor told me about his prior  
26 employment period that Dutra had in our terminal, and asked me



1 if I would please arrange not to bring the man back to work at  
2 Western Carloading.

3 He came back a couple more times. Before I sent the letter,  
4 I began to see that we were going to be heavy enough where it  
5 would be necessary to go on record with the union, because our  
6 level of business maintained itself at a pretty high level; so  
7 I wrote the letter and mailed it on September 12th.

8 I think it was written on September 11th, and I have copies  
9 of it, if you wish to see it.

10 CHAIRMAN WILLIAMS: I think the union admits they got a  
11 letter in their presentation.

12 MR. LEHMANN: So we have gotten to the point where I wrote  
13 the letter asking the union not to send Mr. Dutra back to us as  
14 a casual employee.

15 This was, initially, as far as we could go at that time  
16 with the rejection.

17 We have done everything possible to comply with the  
18 rejection that is allowed us in Article 40 and 41.

19 I personally told the man that the company didn't want  
20 him to return to work.

21 He said: "Well, you are not going to push me around, so  
22 don't think you can do this."

23 The company sent the registered letter, which has been  
24 introduced; and apparently the union, I felt, either forgot about  
25 it or didn't bother with the letter and continued to send Mr.  
26 Dutra down to our terminal.



1 Now, right after sending the letter, I gave it a couple of  
2 days to get the receipt back.

3 I left on vacation and was gone two weeks. During that  
4 time, Dutra was sent down some more and again worked.

5 When I returned, the union continued to dispatch Dutra.  
6 I immediately contacted the hiring hall and asked that they not  
7 return Dutra to us.

8 Additionally, I informed the hiring hall that Dutra would  
9 be denied access to the premises if he came down to work on  
10 the shift.

11 Finally, I sent the union a copy of the letter I sent out  
12 originally.

13 In summary, the company had a good background for not  
14 wanting--through warning letters and such on the previous file--  
15 for not wanting to bring Dutra back into our employ.

16 We did everything possible, as far as we knew, to reject  
17 the man in accordance with the established procedure; that  
18 being: sending a registered letter and so forth.

19 Now, we felt and we feel we have the right to reject  
20 an employee as long as he has no seniority, as long as we are  
21 not playing games under Article 40 and 41, and I don't know  
22 what more we could have done.

23 Furthermore, in conclusion, the man did not have 30 days.  
24 He did not actually work 20 days in a 90-day period; and in  
25 light of these facts, the company feels they acted correctly,  
26 with all deliberate caution, with respect to Dutra as an



1 employee.

2 CHAIRMAN WILLIAMS: Does the union have anything else?

3 MR. MURNAN: I would like to say this: It is rather  
4 unfortunate that Mr. Lehmann didn't take a month's vacation,  
5 then Dutra would have, sure as hell, have seniority.

6 MR. ANDRATI: The only thing I am going to present before  
7 the panel is that the company seems to think that the fact  
8 that the man worked for them before and quit, and the fact they  
9 had letters on him or on his ability to perform work before  
10 that, that this is a criteria they are holding against the man  
11 for not wanting to re-employ him.

12 I don't think that has any bearing in this case whatsoever.  
13 If the man has got 19 days and the company doesn't want to use  
14 him, for whatever reason it is and he turns around and wants to  
15 hire somebody and bypass him, I think the man should be given a  
16 chance.

17 That's all I have got to say.

18 MR. KIRBY: Question: Have you put anybody on your regular  
19 seniority list since October, 1970?

20 MR. LEHMANN: I think there have been three additional men.  
21 They didn't start after that time, but since, and they finally  
22 got 30 days.

23 CHAIRMAN WILLIAMS: Anything else?

24 Excuse the parties.

25 [Executive session.]

26 MR. McDOUGALD: Based on the facts in this particular case,



the claim of the union is denied.

MR. KIRBY: Second.

CHAIRMAN WILLIAMS: You have heard the motion. Are you ready for the question?

All those in favor signify by saying "Aye."

Those opposed?

The motion is carried.

The fee is paid by the union.

[Whereupon, the parties returned to the hearing room and the motion was read by the reporter.]

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TIMBERLINE  
MADE IN U.S.A.  
MIMEO BOND



CASE #2-71-5840

FEBRUARY 9 1971

3:20 P.M.

--oOo--

LOCAL 315 and  
SANTA FE TRAILS TRANSPORTATION

- - -

SPECIAL JOINT COUNCIL #7 COMMITTEE

## UNION PANEL

## EMPLOYER PANEL

ROY WILLIAMS, Chairman  
GEORGE KING  
FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

Sergeant-At-Arms: Roy Nunes

## APPEARANCES:

VINCE ALOISE, JOE DAVIS, DAN NEWGUARD and CHICK RUSSELL,  
appeared on behalf of Local 315.

DARRELL ROACH and VERL HINDERLITER appeared on behalf of  
the employer.

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CHAIRMAN WILLIAMS: This is Case 2-71-5840, Local 315  
and Santa Fe Trails Transportation.

This is a money claim for new equipment wage scale, retro-  
active.

MR. ALOISE: The union claims \$6,903 in back pay for  
various operators and ground men; and this here says, "Travel  
lift"; but it actually was a hyster, a giant hyster which the  
Main Committee or National Committee granted us \$.50 for the  
operators, and \$.25 an hour for the ground men. It took  
about, approximately, ten months to make the decision, or to get



1 the decision back to us.

2 In that time we instructed the men, at the time of the  
3 inception of the equipment, to write down every day and every  
4 time they operated the thing on their timecards, for a dual  
5 record for the company and the union.

6 The dispatcher informed the men they were to do no writing  
7 at all on the timecards, so it fell off by the wayside.

8 The guys tried to keep records on their own. They weren't  
9 in the yard all the time, so they just fell off.

10 And we figured, overall, there's probably around \$15,000  
11 is due back for overtime claims, runarounds, or any one of a  
12 dozen ways that the amount of money would be paid.

13 So, we finally settled for approximately \$7,000 in back  
14 pay, and we would split this up among the 45 men working  
15 there, and that would clear it up.

16 Do you have anything, Joe?

17 MR. DAVIS: No, without being repetitious; other than  
18 what Vince said: The men were instructed by Vince and myself to  
19 keep time, but the dispatcher and the day supervisor didn't  
20 want the men to mark their timecards anymore because of the  
21 file, or the computer situation back East or something.

22 Other than that, I don't have anything to add, other than  
23 what Vince said.

24 CHAIRMAN WILLIAMS: Let's hear from the company.

25 MR. ROACH: The hyster went into operation October 13th.  
26 The men on each shift, by seniority, was asked if they wanted



1 to work the yard.

2 This was the same practice that we went through prior to  
3 even having the hyster in operation.

4 The yard work normally went to the junior men for these  
5 reasons: We were still ramping and de-ramping circuit steel.  
6 The senior people didn't want that.

7 There was also overtime on pickup and delivery which  
8 TransBay paid. It was considered by the senior men and grave-  
9 yard shift. There was no guarantee the senior men would leave  
10 the yard.

11 During the 10-month period there was no rate of pay on the  
12 hyster. It was harder work, and inclement weather, and these  
13 were all the things which was the reason the junior men wound  
14 up in the yard.

15 This practice was continued, getting the yard people by  
16 seniority, until the National Committee ruled on the hyster rate  
17 of pay, August the 6th; at which time the hyster then was bid;  
18 and during this 10-month period, neither the drivers nor the  
19 union mentioned it at any time, and the company did not give  
20 the senior drivers the opportunity to work the yard or operate  
21 the hysters; nor was there any grievances filed.

22 This was not brought up until we were to determine retro-  
23 active pay.

24 The company furnished the union the records of loading and  
25 unloading, shift by shift, on the days the hyster was operated  
26 in an effort to resolve the payment of retroactive pay.



1        This record breaks down the months in which the hyster  
2        was operated and the number of times it was operated on each  
3        shift.

4        In many cases it wasn't operated at all on the graveyard  
5        shift and very few times on the swing shift.

6        In addition to that, we had a crane that was put into ser-  
7        vice January the 12th, at which time these people also were  
8        involved in operating the hyster; and their time is not computed  
9        in this figure. Our figure came out as being \$2,170 for the  
10       time which the hyster was operated during the ten months.

11       CHAIRMAN WILLIAMS: I am glad I found out what the argument  
12       is.

13       Now, it is a difference between the union and company's  
14       retroactivity?

15       MR. HINDERLITER: Plus the union's claim that it did work  
16       it and is a possible runaround.

17       CHAIRMAN WILLIAMS: I was going to say it was agreed in the  
18       National Committee, not this time but the time before, when new  
19       equipment came into operation and the union and the company,  
20       failing to get together on the amount of money that the new  
21       equipment would draw per hour; that the National Committee would  
22       settle it and it would be automatically retroactive from the time  
23       it was put into effect.

24       Now, the argument is: How much money are we talking about.

25       MR. ALOISE: Right.

26       MR. HINDERLITER: And the claims by the senior men to the



1 junior men.

2 CHAIRMAN WILLIAMS: What is the reason why they wouldn't  
3 let them mark it down on their cards? It would be simple to  
4 keep track of it that way.

5 MR. ROACH: What Vince has pointed out, and I was not aware  
6 of as far as the dispatcher was concerned; Mr. Russell, who was  
7 with us, did ask me if he could enter the "CP" on the time  
8 cards.

9 As I recall, this was after a meeting we had in South San  
10 Francisco which was June 23rd; so several months had gone by  
11 when this request was made to me. I told him the payroll  
12 department in Wichita didn't know what "CP" meant; and therefore  
13 wouldn't mean anything, but they were welcome to take another  
14 card, if they wished, and keep track of their time.

15 This is where we dropped by the wayside.

16 CHAIRMAN WILLIAMS: Does anybody want to ask them any  
17 questions?

18 Have you got anything else, Vince?

19 MR. ALOISE: Just to contradict what Darrell says, is that  
20 "CP," as far as their payroll department goes, they could have  
21 left it alone. That is all we wanted was a record. It would  
22 have been a dual record for both of us, and we would have a copy  
23 of them cards with the timecards.

24 As many as two and three men operated that hyster in that  
25 time; and because there was no rate of pay for it, the company  
26 was thinking we weren't going to get a rate of pay. They



1     figured anybody can handle it, which they did.

2             As far as their records, that's where the big beef is.  
3     Their records do not show the days they claim when it was used.

4             I was down there, myself, where they stockpile containers  
5     in the yard to be put on the pigs or the carriers, where they  
6     wouldn't show on their record it went onto the train or off a  
7     train or it would be stockpiled to go on the carrier. That's  
8     where their records won't show it.

9             Joe and myself was taking pictures of that equipment when  
10    they were stockpiling these containers.

11            CHAIRMAN WILLIAMS: You say the company isn't figuring that  
12    in their computation?

13            MR. ALOISE: There is no record saying any one man drove  
14    it that day. The only time there is a record that shows that  
15    is when the pigs came into the yard and left the yard, as far  
16    as flatcars go.

17            MR. ROACH: I would like to enter this into the record,  
18    if I may; and I took some comparisons of the month--or in  
19    fact two months prior to the month that this hyster was bid; and  
20    two months after the hyster was bid in July, which is the month  
21    preceding August.

22            Here the hyster was operated three times on the graveyard  
23    shift; seven times on the swing shift; and thirteen times on  
24    the day shift.

25            The month after the hyster was bid, it was operated two  
26    times on the graveyard shift; seven times on the swing shift;



1 and twenty-three times on the day shift.

2 So, the trend is still the same, regardless of whether it  
3 was bid or whether it wasn't.

4 So, this goes right along with our same records.

5 MR. HINDERLITER: This is a record of the days the hyster  
6 was used and what shifts, on any three shifts.

7 MR. ROACH: Right, and the number of containers they  
8 handled.

9 But the first part of it is consolidated into the number of  
10 times each shift, each day, computed. Then it is on the basis  
11 of \$.50 an hour and \$.25 an hour, plus time and a half on the  
12 last two shifts.

13 MR. KIRBY: I have a question.

14 Even if we were to use your figures, who would get the  
15 money?

16 MR. ROACH: This is what we have asked the union for, if  
17 they wanted to pay the senior men on the shift, or any way they  
18 want to handle it.

19 MR. KIRBY: Even by your computation, you have no direct  
20 approach as to who is to receive the pay for the work performed.

21 MR. ROACH: We don't have a complete record.

22 MR. KIRBY: Well, do you have a partial record?

23 MR. ROACH: Yes.

24 MR. KIRBY: You do?

25 MR. ROACH: Yes.

26 MR. KIRBY: The same question to you, Vince: Would you have



1 any record as to who is to get what?

2 MR. ALOISE: We have some, the same as the company has;  
3 but we don't--like I say, a lot of the guys didn't keep their  
4 records.

5 Chick has got some records with him, but they are not  
6 complete.

7 CHAIRMAN WILLIAMS: You have got a discrepancy of a little  
8 over \$4,000 differential in what the company says in the way  
9 they computed it, and the way the union computed it.

10 MR. KING: Whose is the \$6,000 claim? Is that the union  
11 claim?

12 CHAIRMAN WILLIAMS: The claim is for \$6,903.

13 MR. ALOISE: We have records in this amount. It would be  
14 up around \$15,000.

15 MR. HINDERLITER: They are claiming, based on working each  
16 shift, each day.

17 MR. ALOISE: There is overtime involved. We figure we  
18 take, roughly, the \$6,900 figure, which is less than half of  
19 what we think the whole thing figures; and then work from it  
20 there.

21 We started throwing their time and a half runaround.

22 MR. KING: Let me ask a question:

23 Suppose you came to an understanding on what you think is  
24 half, who would get this money?

25 CHAIRMAN WILLIAMS: What he said was that he would divide  
26 it between all the people working there on the dock.



1 MR. ALOISE: One guy kept a record, day by day.

2 What was it? 300 bucks?

3 MR. DAVIS: And that is in dispute with the company.

4 MR. KING: Let me ask you something:

5 Is there any dispute with the company with any other man  
6 that has a record?

7 MR. ALOISE: It is a little involved.

8 MR. KING: Let's go off the record.

9 [Remarks outside the record.]

10 CHAIRMAN WILLIAMS: Is there anything else?

11 We will excuse the parties.

12 [Executive session.]

13 CHAIRMAN WILLIAMS: In Case No. 5840 involving Local 315  
14 and Santa Fe Trails Transportation regarding the \$.50 for the  
15 operator of the piggy packer, or hyster, \$.25 an hour additional  
16 for the ground employees; and since the back pay is in dispute  
17 and estimated by both parties, that the Committee rules that  
18 the company will pay a total of \$5,000 with the understanding  
19 that \$300 of it goes to the employee who submits the claim for  
20 the \$300; and that the union will be instructed to furnish the  
21 employer with the names of the additional employees and the  
22 amount that should be paid to those employees; and that this  
23 completely wipes out any past claims for runarounds and/or  
24 overtime that might have occurred from the inception of the new  
25 piece of equipment until now.

26 MR. KING: Second.



1 CHAIRMAN WILLIAMS: You have heard the motion.

2 Are you ready for the question?

3 All those in favor signify by saying "Aye."

4 Those opposed?

5 The motion is carried. The fee is paid by the company.

6 [Whereupon, the parties returned to the hearing room, and  
7 the motion was read by the reporter.]

8 - - -



1 CASE #2-71-5832 and  
2 2-71-5833

FEBRUARY 9 1971

4:10 PM

3 --oOo--

4 LOCAL 70 and  
5 RINGSBY SYSTEM

6 - - -

7 SPECIAL JOINT COUNCIL #7 COMMITTEE

8 UNION PANEL

EMPLOYER PANEL

9 ROY WILLIAMS, Chairman  
10 GEORGE KING  
11 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

12 APPEARANCES:

13 ROY NUNES appeared on behalf of Local 70

14 LEE SMITH and JAMES EGAN appeared on behalf of the  
15 Employer.

16 - - -

17 CHAIRMAN WILLIAMS: We will hear 5832 and 5833, Local 70  
18 and Ringsby System.

19 OK, Roy.

20 MR. NUNES: The union claims that the company dropped a  
21 full load of laundry machinery at a consignee's place of  
22 business in Richmond.

23 No driver stayed with the trailer, and the company picked  
24 it up empty on Monday.

25 The union feels that a Local 70 employee should have  
26 unloaded the trailer.

The company stated that they had hired a 315 man; and I  
checked with Local 315 and they have no record of a 315 man



1 unloading there.

2 CHAIRMAN WILLIAMS: Go ahead, Company.

3 MR. EGAN: I said that a 315 man handled it.

4 We did not hire a 315 man. The New Home Laundry had a  
5 315 man that unloaded the trailer; and the trailer came in to  
6 us on the 25th of September and was held held in our yard until  
7 the consignee was ready for it and requested a week-end delivery.  
8 He was going to move out the old machinery and put in new  
9 machinery.

10 We took the trailer out there, dropped it on Friday, and  
11 picked it up on Monday.

12 The trailer was there 49 and a half hours, and we dropped  
13 it there under Article 47, Section 2(a3).

14 CHAIRMAN WILLIAMS: Excuse me. I didn't understand some-  
15 thing: How long did it sit in your lap before they requested  
16 it?

17 MR. SMITH: We received it at 11:30 AM on the 25th of  
18 September; and we delivered it out to them on the 2nd of October.  
19 They had to make ready for the machinery.

20 CHAIRMAN WILLIAMS: What you are saying is that the laundry  
21 used a 315 man to run it out there. The company didn't, but  
22 the laundry did?

23 MR. SMITH: Yes.

24 CHAIRMAN WILLIAMS: Anything else?

25 MR. NUNES: Just that the company is trying to claim this  
26 under delayed process for unloading; and the article wasn't



1 negotiated or intended for the purpose that this company is using  
2 it.

3 Secondly, the driver could have physically unloaded those  
4 dryers. I unloaded them myself when I was driving.

5 We work seven days a week, and we have a week-end work  
6 wheel which we enjoy.

7 CHAIRMAN WILLIAMS: Who has jurisdiction in Richmond,  
8 Local 70 or 315?

9 MR. NUNES: We have a right to deliver in Richmond.

10 CHAIRMAN WILLIAMS: I understand that.

11 Now, we are not talking about delivery.

12 Say the laundry had a contract with 315, would they have  
13 a right to unload it?

14 MR. NUNES: No.

15 Our driver would unload it. It is a Ringsby trailer.

16 I am not too sure that 315 comes under the drayage agree-  
17 ment.

18 It was a Ringsby trailer, and they have no trailer terminal  
19 in Richmond. Our people deliver in Richmond every day, and the  
20 company did say they hired a lumper out of the 315 hiring hall;  
21 and I checked with 315 and they hired no 315 guy out of our hall.

22 MR. EGAN: I was there, and the statement was made as it  
23 was today, in the same case that we have today, that the laundry  
24 ordered new equipment and they didn't have time to move the old  
25 equipment out and the new in.

26 All we did was drop it, take the old equipment up and



1 bring the new equipment in over the weekend. We didn't hire a  
2 315 man.

3 CHAIRMAN WILLIAMS: It says here, too, that: The unloading  
4 consumed over a 36-hour period and the company picked it up,  
5 empty."

6 What do you mean; it actually took 36 hours to unload the  
7 dryers or the equipment was there 36 hours? Is that what you  
8 are saying?

9 MR. SMITH: The equipment was there 36. How long it took  
10 to unload, I have no idea.

11 CHAIRMAN WILLIAMS: Is there anything else?

12 Excuse the parties.

13 [Whereupon, the proceedings in the above-captioned matter  
14 were held over until 10:00 o'clock A.M., February 10, 1971.]

15 - - -

16 CHAIRMAN WILLIAMS: On the record.

17 This case is a continuation of 5833. We needed some  
18 additional information on this involving Local 70, Oakland  
19 and Ringsby where the claims that the company dropped a full  
20 load of laundry machinery and that they unloaded it all in one  
21 day, regardless of whether the truck sat there over 36 hours  
22 or not.

23 The company's position is: The company states that the  
24 load was dropped at the laundry, the laundry as it moved old  
25 machinery out unloaded the new machinery by forklift and moved  
26 it into position.



1 Now, Roy says--or Local 70 says that you didn't unload it  
2 part of the 36 hours it was there or used more than one day to  
3 unload it.

4 It has been the understanding here that you can leave  
5 a truck sit. If it sits there three days and is unloaded in  
6 36 hours, it doesn't come under the interpretation.

7 Roy, do you want to say something?

8 MR. NUNES: Just that the driver picked up the trailer.  
9 He talked to people inside. The trailer was unloaded in one  
10 day.

11 The company says it was unloaded within the specified time  
12 under the agreement.

13 Not only that, but when we talk about this laundry machinery,  
14 it is not something that weighs 2,000 pounds; it is something  
15 that any driver can handle.

16 That is about our case.

17 We feel it doesn't conform with the new agreement.

18 CHAIRMAN WILLIAMS: Does the company have any answer to  
19 that?

20 What type of machinery was it and whether it was unloaded;  
21 see. In other words, you stated in your claim your reason for  
22 not paying it under Article 47, Section 2(a3), over 36 hours;  
23 plus the fact you used a forklift.

24 Now, in discussing this in Executive Session, the under-  
25 standing is that the trailer can be there like on Monday and  
26 Tuesday and Wednesday; but the trailer must have some unloading



1 on Tuesday, some unloading on Wednesday to comply with the  
2 36 hours.

3 Now, it can sit over there in the consignee's place of  
4 business for three days, and then be unloaded in two hours,  
5 and it doesn't come under this section.

6 MR. SMITH: The only knowledge I have is in talking with  
7 the people at the laundry outfit. They wanted the trailer in  
8 there over the weekend while they were shut down, so that they  
9 could unload the material and move out the old stuff and bring  
10 in the new.

11 I have no knowledge that the trailer was unloaded in one  
12 day.

13 MR. EGAN: Being repetitious, we held the trailer, waiting  
14 for the weekend, at their request, so that they could unload it  
15 over the weekend.

16 They claimed that they didn't have room to move the old  
17 machinery out and the new machinery in. It makes sense.

18 I will be honest. I don't know.

19 MR. KING: How could you find out how they unloaded the  
20 trailer?

21 CHAIRMAN WILLIAMS: The whole key to this whole question  
22 is how they unloaded it and how long it took them.

23 Actually we are not quarrelling. They can take 15 pieces  
24 out on Saturday and 15 pieces out on Sunday; that is one set of  
25 facts.

26 If they took it all out in one day, even though your



1 trailer sat there; that's something else.

2 If my memory serves me correct, it came in on the 25th day  
3 of September, and it was delivered on the 2nd day of October,  
4 which you say you held in your lot until they wanted it on  
5 the weekend.

6 Our whole key to this question is the fact of whether it  
7 was unloaded in one day or whether they moved it in and out  
8 at their discretion or took more than one day or what, is that  
9 right?

10 MR. SMITH: Yes.

11 MR. KIRBY: Was the trailer touched both days? Saturday  
12 and Sunday?

13 MR. SMITH: I couldn't tell you.

14 MR. KING: How can you find out, Roy?

15 MR. NUNES: Just to state another fact of this: this is  
16 a place where you go in and get your laundry cleaned.

17 You take your dirty clothes in and put them in the dryer.  
18 The company stated that a 315 man was hired out of the hall.  
19 315 never sent a man out of the hall.

20 What would a laundry place be doing with a 315 man on their  
21 payroll?

22 Who's kidding who?

23 MR. KING: It states right here that the forklift was  
24 operated by a Local 315 teamster. It says so right here.

25 Isn't the key to this case whether they worked it the two  
26 days?



1       Why don't we do this: We hold it, this case, until we  
2 get some--

3       CHAIRMAN WILLIAMS: No. Let's not do it that way.

4       MR. KIRBY: What is the name of the laundry?

5       MR. EGAN: The New Home Laundry.

6       We wouldn't sit out there Saturday and Sunday. At their  
7 request, we held the trailer Friday and held it for the weekend.

8       That is all we had to do.

9       There was a lot of machinery. The used machinery was  
10 2,500 pounds of used machinery.

11       MR. KING: That must be rollers and stuff.

12       What kind of trailer was it?

13       MR. SMITH: A 40-footer.

14       CHAIRMAN WILLIAMS: It looks like we have some wrong  
15 information in here somewhere or another. The two stories don't  
16 jibe.

17       What in the hell would they be doing with that much  
18 used machinery going into that place?

19       MR. EGAN: The place where one is, this is a lot better.

20       CHAIRMAN WILLIAMS: I am not quarrelling; but if it is a  
21 coin operated laundry, it wouldn't be billed as one load of  
22 used machinery. That is what I am saying.

23       The way this sounds, it isn't even crated.

24       Does your bill call for crated used machinery?

25       MR. PRESTON: Is it shipper loaded?

26       MR. SMITH: Yes. Here's the shipper's load.



1 CHAIRMAN WILLIAMS: We will make a motion to take care of  
2 that one.

3 While we have got Ringsby here, let's hear 5832.

4 We have got a claim involving: the union claims that  
5 the company dropped trailers at Raytheon Company, South San  
6 Francisco, an extended loaded took place which exceeded 36  
7 hours. The union claims that the Local 70 driver who took the  
8 trailers--and I assume there were more than one--to Raytheon,  
9 should have stayed with the equipment while it was being  
10 loaded. The trailers were loaded by Raytheon employed Local 85  
11 household moving men.

12 The employer's position is that Article 47 of the Local  
13 Pickup and Delivery allows this type of operation; that the  
14 trailers were loaded by Local 85 union men; that the loading  
15 extended for a period in excess of 36 hours as outlined in the  
16 agreement.

17 Roy tells me they pulled the trailers in there, and it  
18 took the 85 men two or three hours to load one of them. They  
19 pulled one out and moved another one in, which changes this  
20 case, in my opinion.

21 MR. NUNES: Load one, some took a day and a half; but they  
22 had a supply of trailers they were moving.

23 MR. KIRBY: They were moving the Raytheon plant?

24 MR. EGAN: When this deal came up, I was in a meeting  
25 with these same people.

26 They are moving the Raytheon plant. It was my understanding



1 in the meeting that the operate people were told all they were  
2 getting out of it was a line haul.

3 All we had to do was remove the trailers over there and  
4 they'd dismantle it. They would catalogue them and keep records  
5 of what was in the trailer they were loading.

6 Then, we come and get them and perform the line haul.  
7 They would unload it at the other end; that is the way this was  
8 set up.

9 This was supposed to be "X" number of loads; maybe it  
10 would be 100. The sales people could tell you more about it.

11 That was my understanding. But this is a plant that is  
12 being moved from South San Francisco to--where?

13 MR. SMITH: Manchester, New Hampshire.

14 MR. EGAN: --Manchester, New Hampshire.

15 From the start it was my understanding that all we do is  
16 line haul. There were no claims or shortages or damages unless  
17 the equipment was in an over-the-road accident.

18 MR. SMITH: These trailers were all loaded and sealed by  
19 the consignee; and all the copies of all the bills of lading  
20 are here. I have the dates and copies of the trailer cards  
21 and when they were spotted.

22 As Jim said, they pulled this stuff out and more or less  
23 kept it together; some in this trailer and some in that.

24 So when they got to New Hampshire, they put it in place.  
25 Some of the material was in bins. They left it in the bins  
26 and sealed the bins and loaded them in the trailer that way



1 and blocked and braced them.

2 They also used 17 casuals out of Local 85 to assist in  
3 this, which I have the names of the casuals here.

4 All told, there were 34 loads there.

5 MR. EGAN: 34 trailers, 34 sets of doubles.

6 MR. SMITH: There were 34 loads that pulled out of there.

7 I have to be honest about this. Out of the 34, there  
8 was 8 of them that did not stay there the 36 hours or better.  
9 There was 8 of them that were there just over night, spotted  
10 one day, and pulled out the other.

11 But the balance of these trailers were there in excess of  
12 36 hours.

13 I don't know what the heck the delay was there. We spotted  
14 them on the 9th of October, and the first of them wasn't  
15 pulled out until the 21st of October.

16 The second pulled out on the 26th of October.

17 CHAIRMAN WILLIAMS: Do you have anything else?

18 MR. SMITH: No.

19 MR. NUNES: I had two of our people, on the day of the  
20 grievance, that went over to Raytheon and looked it over; and  
21 the trailer that was in there, he agreed, it was some kind of  
22 electronic place; but everything was packaged.

23 This wasn't loose stuff. They put shelving in, cartons  
24 and loaded the trailers. There wasn't no building of shelving  
25 in sight.

26 The driver goes in and loads a piece of equipment.



1 CHAIRMAN WILLIAMS: Is there anything else?

2 Those are the two cases on Ringsby, is that right?

3 MR. KIRBY: Yes.

4 CHAIRMAN WILLIAMS: Excuse the parties.

5 [Executive session.]

6 CHAIRMAN WILLIAMS: In Case #2-71-5833 involving Local 70,  
7 Oakland, and Ringsby System, that the company and union will  
8 check the laundry that this machinery was delivered to on the  
9 weekend of October the 2nd, and if the laundry unloaded the  
10 truck in one day, as claimed by the union, the claim of the  
11 union will be allowed.

12 If it is proven that they took more than one day to unload  
13 it, the claim of the union is denied.

14 MR. KING: Second the motion.

15 CHAIRMAN WILLIAMS: You have heard the motion.

16 Are you ready for the question?

17 All those in favor, signify by saying "Aye."

18 Those opposed?

19 The motion is carried.

20 The fee is split.

21 - - -

22 CHAIRMAN WILLIAMS: Based on the facts presented in Case  
23 #2-71-5832, Local 70, Oakland, and Ringsby System, the motion  
24 is that the committee find the claim of the union is denied.

25 MR. KING: Second the motion.

26 CHAIRMAN WILLIAMS: You have heard the motion.



1 Are you ready for the question?

2 All those in favor, signify by saying "Aye."

3 Those opposed?

4 The motion is carried.

5 The fee is paid by the union.

6 [Whereupon, the parties returned to the hearing room, and  
7 the motion was read by the reporter.]

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1 CASE #2-71-5875

FEBRUARY 9 1971

5:30 PM

2 LOCAL 70 and  
3 SEA-LAND

4 --oOo--

5 SPECIAL JOINT COUNCIL #7 COMMITTEE

6 UNION PANEL

EMPLOYER PANEL

7 ROY WILLIAMS, Chairman  
8 GEORGE KING  
9 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

10 - - -

11 APPEARANCES:

12 ROY NUNES appeared on behalf of Local 70.

13 SAL MARINO appeared on behalf of the employer.

14 - - -

15 CHAIRMAN WILLIAMS: This is a case involving Local 70 and  
16 Sea-Land, and we have given it No. 5875; because No. 5874 was  
settled and withdrawn with the understanding they reached.

17 This one is a violation of Article 17, Section 4, employees  
18 are not being paid proper wages.

19 Second shift employees' starting time is from 5:00 p.m.,  
20 the quitting time is 12:00 midnight.

21 The union is therefore claiming overtime wages for the  
22 swing shift employees.

23 Is that basically what our problem is?

24 MR. NUNES: In the negotiations, the starting time of  
25 shifts under Article 16, Section 2: When two shifts are work-  
26 ing continuous service, starting time for the second shift shall



1 be on the hour of 5:00 p.m.

2 When three shifts are working continuous service, starting  
3 time for the second shift shall be on the hour of 4:00 p.m.,  
4 5:00 p.m., or 6:00 p.m.

5 And for the third shift, 12:00 midnight. There shall be  
6 no split shifts.

7 Under Section 4, the shift differential is that all helpers  
8 and platform men between 5:00 p.m. to 12:00 midnight, or  
9 12:00 midnight to 8:00 a.m. shall receive 8 hours' pay, plus  
10 10 percent premium.

11 All hostlers working between 4:00 p.m. to 12:00 midnight,  
12 or 12:00 midnight to 8:00 a.m. shall receive 8 hours' pay, plus  
13 10 percent premium. Night shift premiums to be included in  
14 holiday and vacation pay, et cetera.

15 The union is claiming here that we have a set starting  
16 time.

17 The company has to, when they work just two shifts, their  
18 only starting time is at 5:00 p.m., and the quitting time is  
19 at 12:00 midnight.

20 If they run three shifts, then they have the option of  
21 working at 4:00, 5:00 or 6:00 p.m.; but as long as they run  
22 two shifts, the starting time is from 5:00 p.m. to 12:00 mid-  
23 night.

24 The company claims, prior, in their old agreement the  
25 language was the same; and they had a swing shift operating  
26 and that the employees worked until 1:30; and the union claims



1 we were unaware of the men working until 1:30; and that this  
2 contract and the newly negotiated language remains the  
3 same.

4 At this time, they don't have a night shift, nor have they  
5 had one for years.

6 The union claims their starting time was from 5:00 to  
7 12:00 midnight, and that was the quitting time. If they did  
8 put the men on, they were to pay them the hour and a half at  
9 time and a half for working past midnight, because the company  
10 said they were going to work them until midnight anyway.

11 CHAIRMAN WILLIAMS: Is that because they did that under  
12 the old contract, even though they had just the second shift  
13 under the old contract? Did they do this under the old contract?

14 MR. NUNES: They worked them until 1:30 under the old  
15 one.

16 The union was unaware of this.

17 CHAIRMAN WILLIAMS: You have negotiated a new contract;  
18 and the company, since the language wasn't changed when they  
19 put the shift back on, they are working them until 1:30?

20 MR. NUNES: They had no shift at all, prior to this. We  
21 read the language of the agreement which told them it was 5:00  
22 to 12:00 midnight.

23 If they put that shift on, they would have to pay the  
24 men time and a half if they worked them until 1:30.

25 CHAIRMAN WILLIAMS: Let's hear from the company.

26 MR. MARINO: Okay.



1 When we had the night shift working, several years ago,  
2 three years ago, they worked from 5:00 to 1:30.

3 You stated that the union was not aware of this. The  
4 union was aware of it. We had a night dock steward taking care  
5 of issues at night.

6 Everyone was fully aware of the fact that we were working  
7 until 1:30. It was agreed to by everybody on the night shift  
8 when we started up the night shift.

9 We presently have, and I believe it was in November or  
10 December, we were using Article 17, Section 1: that the working  
11 hours are eight hours and that is a working day.

12 The shift differential, Section 4 that Roy is referring  
13 to, is merely stating the same thing it has stated in previous  
14 contracts, that is: If we had anyone working between 5:00 and  
15 midnight, or midnight and 8:00 in the morning, they shall  
16 receive 10 percent premium pay, which is not to be construed  
17 with the fact that is the starting and ending of the shift.  
18 The starting shift is 5:00 o'clock. Eight hours is a working  
19 day, as stated in Section 1.

20 CHAIRMAN WILLIAMS: Let me ask a question:

21 How long did you work this shift that you are talking  
22 about that ended at 1:30?

23 MR. MARINO: The old one--and correct me if I am wrong--  
24 about a year and a half. Isn't that correct, Roy?

25 MR. NUNES: We never had no night shift that long.

26 MR. MARINO: I couldn't swear to it. I transferred into



1 Oakland about that time, about the time the thing was put  
2 together. It was back at the end of 1966 or the beginning of  
3 '67. It was quite a while ago, probably close to a year; but  
4 I couldn't give you a definite time on it.

5 CHAIRMAN WILLIAMS: What you are basing your argument on,  
6 Roy, is the fact that you told these people before they started  
7 that your second shift starting time was 5:00 o'clock, is that  
8 right?

9 MR. NUNES: That's right, 5:00 to midnight.

10 CHAIRMAN WILLIAMS: The language is the same as it was  
11 when they were using the second shift, and that's their  
12 argument, is that right?

13 MR. NUNES: Right.

14 MR. KING: Let me ask one question:

15 During negotiations, was that language different?

16 MR. NUNES: No.

17 The company never raised the issue after negotiations.  
18 We told them what the language said.

19 MR. KING: After negotiations?

20 MR. NUNES: When they told us they were putting the night  
21 shift on, we forewarned them.

22 MR. KING: I mean during negotiations you didn't discuss  
23 there would be a 7-hour shift during negotiations, on the swing  
24 shift, did you?

25 MR. NUNES: No.

26 They didn't argue the point of the starting time.



1 MR. MARINO: The issue never came up.

2 During negotiations, we stated that if we were to put a  
3 night operation back in, that it would work the same as it  
4 always had. The language stayed the same. We got into a situa-  
5 tion where the union decided to take the Section 4 from Article  
6 17, entitled "Shift Differential," and interpret that as a  
7 starting time and finishing time.

8 Again, that is merely stating the facts. Between those  
9 hours we paid a premium.

10 MR. NUNES: We never based that as a starting time in  
11 negotiations.

12 MR. McDOUGALD: If the language wasn't changed, and if the  
13 wording is exactly the same as it was, and you operated the  
14 shift somewhere around a year; and you say there was a steward  
15 on the shift, was there ever a money claim filed for after  
16 midnight that you know of?

17 MR. NUNES: Not that I know of. If it was brought to the  
18 union's attention, I would have filed.

19 MR. KING: Where do you determine, because you have a  
20 solid starting time, that you have a seven-hour shift?

21 MR. NUNES: Based on this contract that was negotiated.  
22 They had a right to raise the dispute then.

23 MR. KING: Later on you don't say in the contract you have  
24 a seven-hour shift.

25 MR. NUNES: From 5:00 p.m. to 12:00 midnight; and the  
26 third shift would be 12:00 midnight to 8:00 a.m. It is spelled



1 out right here.

2 MR. KIRBY: That is not a shift differential.

3 CHAIRMAN WILLIAMS: They never worked the other shift they  
4 were talking about, from 12:00 midnight to 8:00 a.m.

5 If they did operate around the clock, then what the company  
6 is saying is that they would start at 5:00, and that would be  
7 a 7-hour shift.

8 MR. McDOUGALD: If they worked, then they could start at  
9 4:00, isn't that what you said?

10 MR. NUNES: That is right. When three shifts are working  
11 continuous service, it's from 4:00 or 5:00 or 6:00 p.m.

12 MR. McDOUGALD: Then they could start at 4:00 with the  
13 graveyard which is eight hours.

14 MR. KING: Suppose they never had a graveyard shift and  
15 the company started them a 4:00 o'clock, how would they get  
16 paid?

17 MR. NUNES: If they are starting before the starting time,  
18 they get an hour and a half.

19 MR. McDOUGALD: What about a 5:00 o'clock specific starting  
20 time?

21 MR. KING: They have that.

22 MR. NUNES: You don't have that in the Drayage Agreement.

23 MR. KIRBY: Read that language again.

24 MR. NUNES: When two shifts are working continuous service,  
25 starting time for the second shift shall be on the hour of 5:00  
26 p.m. When three shifts are working continuous service, starting



1 time for the second shift shall be on the hour of 4:00 p.m.,  
2 5:00 p.m. or 6:00 p.m. and for the third shift, 12:00 midnight.  
3 There shall be no split shifts.

4 Then you go into: All helpers and platform men between  
5 5:00 p.m. to 12:00 midnight or 12:00 midnight to 8:00 p.m. shall  
6 receive 8 hours' pay, plus 10 percent premium.

7 MR. KING: He is not saying they can't start them at 3:00  
8 o'clock. If you listen to what he is saying, he is not saying  
9 they can't start at 3:00 o'clock.

10 They can. But their position would be they have to pay  
11 them time and a half until 5:00; then they get straight time to  
12 midnight.

13 That is your position.

14 What he is saying is whether they spell it out there, they  
15 negotiated a 7-hour shift for the swing shift, and anything  
16 over that or prior to that is premium pay.

17 That is the union's position.

18 MR. MARINO: That was not part of the negotiations.

19 MR. KING: You didn't listen. I said that is the union's  
20 position.

21 MR. KIRBY: Would you read me your language of Article 17,  
22 Section 4?

23 MR. NUNES: Shift Differential.

24 What part do you want to hear?

25 MR. KIRBY: Read the whole section, Section 4.

26 MR. NUNES: Shift Differential: All helpers and platform



1 men between 5:00 p.m. to 12:00 midnight or 12:00 midnight to  
2 8:00 p.m. shall receive 8 hours' pay, plus 10 percent premium.  
3 All hostlers working between 4:00 p.m. to 12:00 midnight, or  
4 12:00 midnight to 8:00 a.m. shall receive 8 hours' pay, plus  
5 10 percent premium. Night shift premiums to be included in  
6 holiday and vacation pay, et cetera.

7 MR. KIRBY: I think we have got the problem.

8 CHAIRMAN WILLIAMS: Is there anything else?

9 Excuse the parties.

10 [Executive session.]

11 CHAIRMAN WILLIAMS: Since the company operated under the  
12 same language prior to this time, the 5:00 o'clock shift  
13 ending at 1:30 with no time and a half, and since there was no  
14 discussion during the negotiations to change this, that the  
15 claim of the union is denied.

16 MR. KING: Second.

17 CHAIRMAN WILLIAMS: You have heard the motion.

18 Are you ready for the question?

19 All those in favor, signify by saying "Aye."

20 Those opposed?

21 The motion is carried.

22 The fee is paid by the union.

23 [Whereupon, the parties returned to the hearing room,  
24 and the motion was read by the reporter.]

25 - - -



1 CASE #2-71-5839

FEBRUARY 10 1971

10:30 A.M.

2 LOCAL 287 and  
3 CALIFORNIA MOTOR EXPRESS

4 --oOo--

SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL

EMPLOYER PANEL

6 ROY WILLIAMS, Chairman  
7 GEORGE KING  
8 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

Sergeant-At-Arms: Roy Nunes

9 APPEARANCES:

10 PETE CANCILA appeared on behalf of Local 287.

11 PHIL RINEARSON appeared on behalf of the employer.

12 - - -

13  
14 MR. CANCILA: This is a case where CME's terminal manager  
15 sent a driver out with a van to Levi Straus to load some  
16 cartons of Levis; and the driver was told to let the forklift  
17 operator into the van.

18 It has always been our position or our understanding that  
19 the forklift operator, if he wasn't working under the contract  
20 or under the agreement, that he would only be allowed to go  
21 in the lip of the truck, and that's all.

22 However, this day the driver went into the van with cartons  
23 of Levis on pallets; remained on the forklift; and then when  
24 the pallet was unloaded by a Local 287 driver, he then took  
25 the empty pallet out and left.

26 We don't think that is kosher.



1 That is our case.

2 CHAIRMAN WILLIAMS: Let me ask you a question on that:  
3 Before, the people that handle the forklift, are they in  
4 the Joint Council 7 jurisdiction?

5 MR. CANCILA: Yes.

6 CHAIRMAN WILLIAMS: Okay.

7 Go ahead.

8 MR. CANCILA: Are you meaning in Joint Council 7's  
9 jurisdiction?

10 CHAIRMAN WILLIAMS: The man that actually performed the  
11 work, was he working under the contract covered by Joint Council  
12 7's working rules?

13 MR. CANCILA: The man that drove the forklift, no.

14 CHAIRMAN WILLIAMS: Okay.

15 Let's hear from the company.

16 MR. RINEARSON: The facts outlined by Peter are a little  
17 incorrect.

18 We were delivering, and the same principle applies. The  
19 287 man was taking the product, putting it on the pallets; and  
20 then the man that worked for Levi Straus was using the power  
21 equipment; taking it off the trailer; and the company relies  
22 on Article 47(2)(d).

23 That is our authority for doing it that way. The company  
24 relies on that article.

25 CHAIRMAN WILLIAMS: Are there any questions?

26 Excuse the parties.



1 [Executive session.]

2 MR. KIRBY: Based on the fact that the driver of the  
3 carrier's equipment was working under the Joint Council 7  
4 Pickup and Delivery Agreement, the claim is denied, based on  
5 Article 47, Section 2(d).

6 MR. KING: Second the motion.

7 CHAIRMAN WILLIAMS: You have heard the motion.

8 Are you ready for the question?

9 All those in favor signify by saying "Aye."

10 Those opposed?

11 The motion is carried.

12 The fee is paid by the union.

13 [Whereupon, the parties returned to the hearing room,  
14 and the motion was read by the reporter.]

15 - - -



1 CASE NO. 2-71-5837

FEBRUARY 10 1971

10:45 AM

2 LOCAL 287 and  
3 DELTA LINES

4 --oOo--

5 SPECIAL JOINT COUNCIL #7 COMMITTEE

6 UNION PANEL

EMPLOYER PANEL

7 ROY WILLIAMS, Chairman  
8 GEORGE KING  
9 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

10 Sergeant-At-Arms: Roy Nunes

11 - - -

12 APPEARANCES:

13 PETE CANCILA and RICHARD NEY appeared on behalf of Local  
14 287.

15 BILL BACIAGALUPI and MIKE VETERI appeared on behalf of  
16 the employer.

17 - - -

18 CHAIRMAN WILLIAMS: This is Case No. 2-71-5837, Local 287  
19 and Delta Lines.

20 Pete, proceed.

21 MR. CANCILA: Okay.

22 This case was filed on behalf of Richard Ney, who was  
23 hired as a casual by Delta Lines; and the first day that he  
24 worked was June 19 1970; and he worked August 24 1970,  
25 September 9 1970, September 10, 11, 14, 15, 16, 17, 18, 21,  
26 22, 23, 24, 25, 28, 29, 30; then he worked October 1, 2, 5,  
6, 9, 12, 16, 19, 20, 21, 23 and 26.

Richard worked 29 days for Delta, and they then asked him



1 to take a physical examination, which he did.

2 Richard is a dock loader and he has impaired vision in  
3 his one eye.

4 He is not asking to drive. All he wants to do is work  
5 the dock. He is capable of working the dock, and his employer  
6 told me so. They refused to put him to work; however, they have  
7 been working other people since them.

8 This is my case.

9 MR. KIRBY: Question, Mr. Chairman.

10 Pete, how many days did he work between August 26 and  
11 October 26th?

12 MR. CANCILA: August?

13 MR. KIRBY: I am sorry. July 26th.

14 MR. CANCILA: He didn't work in July. He started June 19.

15 MR. KIRBY: What was the first day of work in August?

16 MR. CANCILA: The 24th of August.

17 MR. KIRBY: How many days from the 24th of August to the  
18 26th of October did he work?

19 MR. CANCILA: 29.

20 MR. KIRBY: That is the period you are counting from?

21 MR. CANCILA: Right.

22 CHAIRMAN WILLIAMS: Go ahead, Employer.

23 MR. BACIAGALUPI: We are not debating the fact that he did  
24 put 29 days in our employ, nor are we denying the fact that on  
25 the 28th day of his employ we sent him for a physical.

26 The result of that physical was obtained on October the



1 23rd, which was his 29th day.

2 At that time, we found out he has vision only in one eye;  
3 and for that reason we did not continue him in our employ  
4 because of the fact, not that he is required to drive, he  
5 was a dock man; however, we don't feel that we can take on the  
6 potential liability of a fellow who unfortunately has vision  
7 only in one eye.

8 If, God forbid, anything should happen to the other eye  
9 while he is in our employ, then we would be required to take  
10 care of him for life.

11 That was the reason he was rejected on the 29th day.

12 MR. KIRBY: If Mr. Ney did not have this physical  
13 handicap, would you have continued his employment?

14 MR. BACIAGALUPI: Yes. We weren't questioning his work  
15 capability; it was the liability defect we were questioning.

16 CHAIRMAN WILLIAMS: Is there anything else?

17 MR. CANCELA: Can I say something else here?

18 CHAIRMAN WILLIAMS: Certainly.

19 MR. CANCELA: Richard Ney has worked for Delta previous to  
20 this; as a matter of fact, in the last couple of years, and  
21 the company was well aware that he had impaired vision.

22 Not only that, Mr. Ney is also prepared to sign a waiver  
23 in order to retain his job, is that correct, Richard?

24 MR. NEY: Yes.

25 MR. BACIAGALUPI: Gentlemen, you cannot sign a waiver on  
26 your rights as they pertain to workmen's compensation. It is



1 gracious of him to do it, but it carries no weight.

2 CHAIRMAN WILLIAMS: Is there anything else?

3 Excuse the parties.

4 [Executive session.]

5 MR. KING: Based on the facts in this case, the motion  
6 is that the man be put on the steady payroll, and his seniority  
7 date shall be determined based on the first two days dock  
8 casuals worked after October 26th, and that the employer shall  
9 pay the \$25. There is no back pay in this case.

10 CHAIRMAN WILLIAMS: Second the motion.

11 You have heard the motion. Are you ready for the question?

12 All those in favor, signify by saying "Aye."

13 Those opposed?

14 The motion is carried.

15 [Whereupon, the parties returned to the hearing room, and  
16 the motion was read by the reporter.]

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1 CASE #2-71-5876

FEBRUARY 10 1971

2 DELTA LINES  
3 (Interpretation Case)

4 --oOo--

5 SPECIAL JOINT COUNCIL #7 COMMITTEE

6 UNION PANEL

EMPLOYER PANEL

7 ROY WILLIAMS, Chairman  
8 GEORGE KING  
9 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

10 APPEARANCES:

11 BILL BACIAGALUPI and MIKE VETERE appeared on behalf of  
12 the employer.

13 - - -

14 MR. KIRBY: This is an interpretation case filed by  
15 Delta Lines on the Joint Council 7 Pickup and Delivery  
16 Supplemental Agreement.

17 A factual case on the same subject was heard before the  
18 Joint Council 7 Labor-Management Committee, Case No. 2-71-LD  
19 6014, in which that committee referred the issue to this  
20 committee with the following motion:

21 "That since this is an interpretive matter, it be referred  
22 to the JC 7 Special Committee of the Joint Western Area  
23 Committee in February 1971."

24 MR. BACIAGALUPI: The matter that we are asking for an  
25 interpretation on is when a driver loses his license for reasons  
26 other than work connected, such as 502 or speeding tickets,  
or whatever, does that driver have the right to bump a junior



1 man when there is no position available for him at the time  
2 he loses his license; or I guess what we are asking is:

3 What is the status of the driver who loses his license  
4 as to any rights to further work in our company?

5 MR. KING: I can give you my interpretation.

6 We say if a driver loses his license because of his own  
7 doing, his own fault, nothing pertaining to the contract and  
8 job--because the contract covers that--that he cannot bump a  
9 non-driving employee. He stays on the seniority list.

10 Now, if there are positions available, that later become  
11 available, and you are going to hire a new man or a man with  
12 less seniority on layoff, he has a right to go to work over  
13 casuals.

14 MR. BACIAGALUPI: If I understand you correctly, this man  
15 is off now and there are no jobs available; and at that point,  
16 we will say there are ten men laid off who would be junior  
17 to him; if we then, at a future date, have an opening on the  
18 dock, we would then call the man?

19 CHAIRMAN WILLIAMS: You would call the laid off men back  
20 first.

21 MR. BACIAGALUPI: First?

22 CHAIRMAN WILLIAMS: Absolutely.

23 MR. BACIAGALUPI: The laid off men first; and then if there  
24 is an opening, he has the right to it, if it is a non-driving  
25 job?

26 CHAIRMAN WILLIAMS: Give him a chance to come to work,



1 but call casuals for non-driving jobs. In the meantime, he  
2 remains on the layoff, under the terms of the contract.

3 Now, off the record.

4 [Remarks outside the record.]

5 CHAIRMAN WILLIAMS: Once called back to work, he would  
6 then exercise his full seniority in the event of layoff.

7 In other words, you can't use a regular man as a casual.

8 MR. KIRBY: Once he becomes plugged in.

9 CHAIRMAN WILLIAMS: Off the record, again.

10 [Remarks outside the record.]

11 CHAIRMAN WILLIAMS: Is there anything further on this  
12 interpretation?

13 Does that answer your question?

14 MR. BACIAGALUPI: Yes.

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1 CASE #2-71-5841

FEBRUARY 10 1971

11:33 AM

2 LOCAL 980 and  
3 PACIFIC MOTOR TRUCKING

4 --oOo--

5 SPECIAL JOINT COUNCIL #7 COMMITTEE

6 UNION PANEL

EMPLOYER PANEL

7 ROY WILLIAMS, Chairman  
8 GEORGE KING  
9 FRED HOFMANN

GORDON KIRBY  
BILL McDOUGALD  
ELMER PRESTON

10 - - -

11 APPEARANCES:

12 JIM CAMPBELL appeared on behalf of Local 980

13 WILLIAM O. HILLEBRAND appeared on behalf of the  
14 employer

15 - - -

16 CHAIRMAN WILLIAMS: This is Case No. 5841, involving  
17 Local 980, Santa Rosa, and Pacific Motor Trucking.

18 Proceed.

19 MR. CAMPBELL: Well, this is over a railroad picket line  
20 set up on the railroad strike on December 10th.

21 PMT was involved in it in Santa Rosa.

22 They called the hall the evening of the 9th; and the  
23 dispatcher or terminal manager said there was going to be a  
24 picket.

25 Our agent tried to find out what kind of picket line it  
26 was and whether it was affecting PMT or just the railroad, and  
they didn't get too much satisfaction; so they thought maybe  
there is or isn't going to be a picket.



1       The agent didn't go directly to the barn on the morning  
2 of the 10th. One of the drivers called him and asked him to  
3 come down and see if it was legal to go through the picket,  
4 so he checked the line out.

5       PMT's terminal in Santa Rosa has 150 feet frontage, of  
6 which the pickets were picketing the railroad tracks, driveways,  
7 and the whole bit.

8       So he talked to the picket captain, and then the men;  
9 and then he went back from the plant to call the picket captain  
10 to see if there was going to be any violence and found out  
11 they were just picketing the railroad.

12       So, he went back at 9:30 and told the men to go ahead  
13 and punch in late, but to go to work, that it was all right.  
14 He did this when he found out there was not trouble.

15       As the men started to go across the picket line, the  
16 terminal manager stepped to the platform and said, "I think  
17 you are just a little bit late; I am closing the terminal for  
18 the day."

19       Now, he had never mentioned to the men, prior to this time  
20 or the night before, he didn't tell them not to come in tomorrow  
21 if there was a picket line or anything else.

22       None of the men came in during this hour and a half, and  
23 he never told them to come on and go to work or you are not  
24 going to punch in.

25       The men started to cross the road to go to work and he  
26 said, "You are a little bit late, fellows."



1        They were there. They was running in from central  
2        dispatch.

3        We had two line drivers that didn't want to work, but  
4        PMT paid those men and they didn't pay the local freight.

5        I filed the grievance, asking for pay for the six and a half  
6        hours the men were to receive.

7        CHAIRMAN WILLIAMS: How many people are involved?

8        MR. CAMPBELL: Ten.

9        CHAIRMAN WILLIAMS: Did they all show up?

10       MR. CAMPBELL: At 8:00 o'clock, yes.

11       MR. KIRBY: Question:

12       Is your pay claim for six and a half hours per man?

13       MR. CAMPBELL: I am requesting they go to work at whatever  
14       time they were to punch out. I assume they punched out at  
15       5:00.

16       MR. KIRBY: But this is just from the time they went to  
17       work, six and a half hours you are asking?

18       MR. CAMPBELL: Right.

19       I understood when I got into this, I thought it was 8:30;  
20       but it was 9:30.

21       MR. KIRBY: The 8-hour minimum day doesn't apply?

22       MR. CAMPBELL: Right. It doesn't apply. That is the way  
23       it is filed.

24       CHAIRMAN WILLIAMS: Let's hear from the company.

25       MR. HILLEBRAND: Well, we are just relying on the contract,  
26       gentlemen, which is Article 54, Section 1, which says:



1 "Regular starting shall be 8:00 o'clock a.m., seven days a  
2 week."

3 Article 55, Section 2 says: "Any employee working any  
4 part of the day shall receive a full day's pay"; and we  
5 maintain that these people's starting time is 8:00 o'clock.  
6 They did not come in to punch in at 8:00 o'clock. At 9:30,  
7 when they decided to come in, we decided they were late for  
8 work and sent them home because we didn't feel we wanted to  
9 pay an hour and a half for a full day's pay.

10 If we put them to work at 9:30, as Mr. Campbell is asking  
11 here on his claim, I feel we actually would be violating  
12 Article 6, Section 2 of the National Mater, which says: "The  
13 employer agrees not to enter into any agreement or contract  
14 with his employees individually or collectively, which in any  
15 way conflicts with the terms and provisions of the agreement.

16 "Any such agreements shall be null and void."

17 If we were to put them to work and pay them six and a half  
18 hours, we would be violating Article 55, Section 2. We had a  
19 perfect right to send them home, because they did not punch in  
20 at 8:00 o'clock. We were not a party to this strike, and all of  
21 our terminals were operating.

22 We were open for business at 8:00 o'clock.

23 That is my case right there.

24 CHAIRMAN WILLIAMS: I have got to admit that that is a  
25 new twist.

26 Have you got anything else?



1 MR. CAMPBELL: On rebuttal?

2 CHAIRMAN WILLIAMS: Yes.

3 MR. CAMPBELL: The only thing I would say is the company  
4 never made any attempt to tell any of the men if they didn't  
5 go to work at 8:00 o'clock they wouldn't punch in. They never  
6 made an attempt to tell them that.

7 They stood out there an hour and a half talking back and  
8 forth across the street, and the terminal manager, either the  
9 night prior or that morning, could have told the men that if  
10 you don't punch in by 8:00 o'clock, you are not going to work.

11 I still claim the company locked them out.

12 MR. KING: How did they arrive at the decision around  
13 9:30 to go to work?

14 MR. CAMPBELL: The business agent came back, after talking  
15 to the picket captain, to find out if there was any violence;  
16 because they were mass picketing in front of the terminal. He  
17 didn't want to start a riot with ten people there.

18 After he ascertained there would be no violence or they  
19 weren't picketing PMT, we told them to go to work and punch  
20 in.

21 MR. KING: Who told them not to punch in?

22 MR. CAMPBELL: J. Travis.

23 He said, "You are just a little bit too late, fellows; I  
24 just closed the terminal."

25 MR. KING: Did he at some time originally tell them they  
26 were going to work?



1 MR. CAMPBELL: No.

2 MR. KING: He didn't tell them they were going to work?

3 MR. CAMPBELL: No, he didn't tell them that.

4 MR. PRESTON: Would there be a reason, the night before,  
5 to tell them to work or not work?

6 MR. CAMPBELL: If he was so insistent--there was going to  
7 be a picket line, and we thought it was a legal picket line.  
8 This is a thing I tried to determine, whether it was a picket  
9 line against PMT or the railroad, I didn't know.

10 My contention also is that if he was not going to let them  
11 work tomorrow, he should have let them off, according to the  
12 contract, the night before.

13 CHAIRMAN WILLIAMS: Every rail company in Santa Fe  
14 Trails and UP had the same problem, because those pickets  
15 normally appear there about midnight, and that's when the word  
16 went out to strike; and Santa Fe Trails had them completely  
17 around them.

18 We have got 600 people around there; and it did take us a  
19 while to get them straightened out.

20 Every union business agent did exactly what he is talking  
21 about; so Verl Hinderliter called us, and when they ruled up  
22 there and got the restraining order, and when he called us and  
23 told us the picket line wasn't legal, that's when we went over  
24 and checked it out. The same way with UP.

25 MR. KING: In the Joint Council 7 contract, they have to  
26 notify them the night before.



1 MR. KIRBY: Jim, your request and your contention is that  
2 the company should have allowed them to work the six and a half  
3 hours that they were available, and your only claim is for the  
4 hours that were available to work? You are not claiming for  
5 any time they stood out honoring any picket line?

6 MR. CAMPBELL: This is what I filed it under, that very  
7 wording.

8 MR. KIRBY: You are not claiming for any time they stood  
9 out honoring the picket line?

10 MR. CAMPBELL: That's right.

11 CHAIRMAN WILLIAMS: Anything else?

12 Excuse the parties.

13 [Executive session.]

14 MR. KING: Based on the facts of this particular case,  
15 the claim of the union is allowed.

16 CHAIRMAN WILLIAMS: Second.

17 You have heard the motion.

18 Are you ready for the question?

19 All those in favor, signify by saying "Aye."

20 Those opposed?

21 The motion is deadlocked. We will go to the National.

22 I would suggest the parties be present, because I don't  
23 think the transcript is actually thorough enough so that we  
24 can read the transcript only and make a good decision, or a  
25 fair decision, on it.

26 The fee is split.



1 [Whereupon, the parties returned to the hearing room,  
2 and the motion was read by the reporter.]

3 - - -

4  
5 [Whereupon, at the hour of 12:25 p.m. the proceedings  
6 of the Special Joint Council #7 Committee were concluded.]

7 - - -



STANDARD  
FILM AND C. CO.  
MIMEO BOND

AD P.D.



RECEIVED  
MAR 8 - 1971



CASE #11-70-5529

FEBRUARY 11 1971

4:50 p.m.

DURKEE FAMOUS FOODS, and  
LOCAL 70, Oakland, California.

CHANGE OF OPERATIONS COMMITTEE

UNION PANEL:

EMPLOYER PANEL:

ROBERT RAMPY, Chairman  
HARVEY KILLMAN  
GLENN JONES

HAROLD JOHNSON  
LARRY JONES  
H. E. MELTON

- - -

APPEARANCES:

WILLIAM E. BRIGGS appeared on behalf of the employer.

ALEX YBARROLAZA, LOUIS D. RIGA and JOE ARINO appeared  
on behalf of Local 70.

- - -

CHAIRMAN RAMPY: Let's go on the record in Case  
11-70-5529: Durkee Famous Foods and Local 70, Oakland, Cali-  
fornia.

The Union Panel will be Rampy, Killman and Jones.

MR. JOHNSON: The Employer Panel will be Johnson, Jones  
and Melton.

CHAIRMAN RAMPY: Will the parties state their names for  
the record.

For the company?

MR. BRIGGS: William E. Briggs.

CHAIRMAN RAMPY: For Local 70?

MR. YBARROLAZA: Alex Ybarrolaza.

MR. RIGA: Louis D. Riga.



1 MR. ARINO: Joe Arino.

2 CHAIRMAN RAMPY: It appears that this is a request for  
3 interpretation of a motion in Case 5-70-5340. So I will call  
4 on Local 70 to proceed at this time.

5 MR. YBARROLAZA: There are two points that we would like  
6 to cover here.

7 One is an interpretation of certain gray areas that exist  
8 in the original request.

9 And second, we are appealing to the Committee to reconsider  
10 this case based on the fact that it affects no other local  
11 union other than Local 70. And we ask that it be returned  
12 to us for disposition.

13 We do not feel that this is a bona fide change merely  
14 due to the fact that there was no merger, there is no proprie-  
15 tary interest involved between the two companies, no transfer  
16 of title of interest, no redomicile.

17 We don't feel that Durkee's is right in asking that the  
18 Committee grant them relief and voiding their contract with  
19 Local 70 and forcing Associated Freight Line to absorb the  
20 employees of what is essentially a manufacturing plant.

21 In discussions with Associated Freight Lines we noted that  
22 there was no guarantee from either party that any work brought  
23 over by the two Durkee employees involved would be maintained.  
24 But yet these two employees are going to be allowed full  
25 seniority rights with no limitations. There will be no pre-  
26 rogative for either of those two Associated employees who are



1 currently regarded as Associated employees or other Associated  
2 employees to follow this work if it is lost to another carrier.

3 But I would also like to point out that even though this  
4 latter involves all the Associated employees, there was no  
5 knowledge on anybody's part that this case did actually involve  
6 them.

7 But I was the business agent of record at that time of  
8 Associated Freight Lines. And I was not aware of that fact.

9 As a matter of fact, shortly after the decision was  
10 rendered a petition was signed by all the employees of Associa-  
11 ted Freight Lines challenging the integrity of the local union  
12 to a certain degree.

13 We would also second the Committee's interpretation as  
14 to whether Durkee's under Article 37 of the expired agreement  
15 and their letter to the local union dated the 9th of April  
16 is still bound to the National Master Freight Agreement or  
17 whether just by aborting the two employees they are currently  
18 relieved of all responsibility in the utilization of additional  
19 help at the plant.

20 CHAIRMAN RAMPY: But that would not be a determination of  
21 this Committee. We do not have that authority.

22 MR. YBARROLAZA: Like I say, the one additional gray area  
23 that we do not feel has been covered at the earlier hearing  
24 is essentially what happens should this freight no longer  
25 exist or should it be diverted to another carrier. What do we  
26 do at that point? Do we implore the Panel to reconsider its



1 prior decision to rule that this case did not belong before  
2 this Committee, that it be returned to Local 70 for its dis-  
3 position, as it affects only us, to maintain that Durkee's  
4 continue to be bound by its agreement that was in effect  
5 until such time as we can finalize this thing to a satisfactory  
6 conclusion for both companies involved.

7 Essentially that is our case, Mr. Chairman.

8 MR. RIGA: Can I add something for Local 70 here?

9 CHAIRMAN RAMPY: Yes you may.

10 MR. RIGA: Thank you.

11 On the record here, as being the business agent that has  
12 been assigned to Associated Freight Lines for the future,  
13 I have had a meeting there. And there is a problem. But the  
14 men will go ahead and abide by any decision. They know that  
15 either the two men will be unhappy or the men on the bottom  
16 half of the seniority list will be unhappy.

17 But I would like to have this clarification: If the prior  
18 decision of this Committee is upheld, number one, to take into  
19 consideration the fact that, as Alex has stated here, if  
20 Durkee's work would be given away to another carrier by  
21 Durkee's, at that point would these people still maintain their  
22 seniority status?

23 And the other point here that I would like to clarify is:  
24 If not, if the prior decision is upheld and they are dovetailed,  
25 their seniority, would this Committee grant the master senior-  
26 ity list an opportunity to bid these two Durkee jobs?



1 That is all I have to add.

2 CHAIRMAN RAMPY: Joe, do you have anything you want to add?

3 MR. ARINO: No. I will just go along with what Lou Riga  
4 stated.

5 CHAIRMAN RAMPY: All right. Any questions by the Panel  
6 members?

7 [No response.]

8 CHAIRMAN RAMPY: I have a question, which we discussed off  
9 the record.

10 The request of the company in Case 5-70-5340, where it  
11 states in essence that they want to transfer two Local 70 drivers  
12 and work to Associated Freight Lines: Has that been done?

13 MR. ARINO: Yes.

14 CHAIRMAN RAMPY: Did they dovetail?

15 MR. ARINO: Yes.

16 CHAIRMAN RAMPY: Do any of the other Panel members have  
17 any questions?

18 [No response.]

19 CHAIRMAN RAMPY: The company. Do you have anything?

20 MR. BRIGGS: Well, I would merely point out that in listen-  
21 ing to these gentlemen the first point that Mr. Ybarrolaza raises  
22 is that there were gray issues in the decision.

23 The employer does not feel that there were any gray issues  
24 in the decision. The employer feels that the decision was  
25 very forthright and left nothing up in the air.

26 Secondly, the union has requested reconsideration.



1       The employer would object strenuously to any reconsidera-  
2       tion of the case. We brought it before you in accordance with  
3       the contract the first time, and we would expect that your  
4       decision made at that time would continue to be valid. And  
5       furthermore, we don't feel that the union is justified in bring-  
6       ing up any issues at this time. They had a chance when the  
7       case was originally brought before the Committee to put forth  
8       any and all issues which they wished to raise.

9       The union states that this decision was made without the  
10      knowledge of the Associated employees.

11      My reaction to that is that this is unfortunate, but this  
12      is a communications problem for which the employer certainly  
13      should not be held responsible.

14      They ask whether Durkee is still bound by the National  
15      Master Freight.

16      I would ask whether Local 70 is bound by the National  
17      Master Freight.

18      Mr. Riga asks: "What happens if the work of the Durkee  
19      house leaves Associated Freight Lines?"

20      My answer to that would merely be that in accordance  
21      with the provisions of the expired agreement we proceeded to  
22      the Change of Operations Committee. We made a motion. Such  
23      motion was passed. We severed our employees totally from our  
24      seniority list. They now carry seniority with Associated  
25      Freight Lines. We feel that we have no further responsibility  
26      to these former employees. And the company feels that it has



1 complied with the Committee's decision in its entirety.

2 CHAIRMAN RAMPY: Any questions from any of the Panel mem-  
3 bers to the company?

4 [No response.]

5 CHAIRMAN RAMPY: Does the union have anything further?

6 MR. ARINO: One more thing.

7 The employees at Associated Freight Lines were aware of  
8 this. Because this was discussed. Maybe Alex was not there.  
9 I am not aware of this. But the employees of Associated  
10 Freight Lines were aware of this, because they discussed this  
11 with those two Durkee employees at that time.

12 MR. YBARROLAZA: That is not true. There was no awareness  
13 on their part, Joe. And like I say, I really have better  
14 communications with the men of Associated Freight Lines, being  
15 as how I represent them and am there quite often.

16 CHAIRMAN RAMPY: Is there anything else different or new?

17 [No response.]

18 CHAIRMAN RAMPY: Does the company have anything else?

19 MR. BRIGGS: No.

20 CHAIRMAN RAMPY: Executive session.

21 [Executive session.]

22 MR. GLENN JONES: I move [that we reaffirm our previous de-  
23 cision, and based on the information submitted the decision  
24 has been carried out properly.]

25 MR. MELTON: Second the motion.

26 CHAIRMAN RAMPY: All those in favor of the motion say



1 "Aye."

2 Opposed?

3 The "Aye"s have it, and so ordered.

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MINUTES OF MEETING  
UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND  
REPRESENTATIVES OF LOCAL UNIONS

FEBRUARY 8, 1971, at 9:00 A. M.

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

\* \* \* \* \*

The meeting was called to order at 9:00 A.M., Monday, February 8, 1971 by Joe Diviny, Chairman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton	Harvey Killman	
George Rohrer	Cecil Sainsbury	Al Winters
Bob Rampy	Harry Bath	
Jack Alexander	Harry Marshall	
Jim Easley	Harold Reynolds	
Harry Kachadoorian	Horace Manning	
Gene Shepherd	Bob Porter	
Art Hardy	Glen Jones	
	George King	

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, November 9, 1970 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting.

Cliff Reed - Local 670  
Frank Cota - Local 386  
Earl Wimmer - Local 224  
Vern Cameron - Local 222  
Tom Andrade - Local 85  
Don Dench - Local 224  
Bill Martin - Local 741  
Blackie Clark - Local 542  
Chuck Mack - Local 70  
Manny Joseph - Local 468  
Al Brundage - Attorney  
Howard Rush - Local 150  
Jim Donahue - Local 396  
Cecil Tobin - Local 150  
Dan Flanigan - Local 85  
Leonard Andrade - Local 224  
Jess Arnold - Local 81  
Gene Bedford - Local 692  
Leroy Nunes - Local 70  
Jim Campbell - Local 980

J. W. George - Local 911  
Leo Pierce - Local 235  
Joe Arino - Local 70  
John Fitzsimonds - Local 150  
Barney Volkoff - Local 357  
Weldon Wirt - Local 208  
Frank Bushnell - Local 17  
Bob Plummer - Local 439  
Joe Morrill - Jt. Council #38  
Dick Sarmento - Local 70  
Jack Mery - Local 381  
Ken Gaddis - Local 235  
Jerry Beatty - Local 490  
Joe Davis - Local 315  
Jack Crotty - J.A.C.  
Carl Bates - Local 208  
Jerry Lavell - Local 741  
Vince Aloise - Local 315  
Duane Wemple - Local 137  
John Murnin - Local 85

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE: (O.T.R.)

Joe Diviny - Chairman  
Harry Bath  
Verne Milton  
Gene Shepherd

Al Winters  
Jack Alexander

Ernie Hinch - Secretary  
Joe Davis - Sgt-at-Arms



SUB-COMMITTEE - LOCAL OPERATIONS:

George Rohrer  
Art Hardy  
Harry Marshall  
Jim Easley  
Mike Olds  
Harold Reynolds

Jack Crotty - Secretary

Herb Helmers - Sgt-at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Robert Rampy  
Glen Jones  
Robert Shaw  
Harry Kachadoorian  
Horace Manning  
Harvey Killman  
Cecil Sainsbury  
Bob Porter

Joe Morrill - Secretary

Hugo Wagner - Sgt-at-Arms

Cecil Tobin

JOINT COUNCIL #7 COMMITTEE:

Roy Williams  
George King

5. Powers of Attorney approved by the division (See attached).
6. Standard Contract Participation approved by the division (See attached).
7. "Me Too" Agreements (See attached).
8. Discussion was held on D.O.T. regulations that are disqualifying members from employment. All Local Unions are urged to report such cases, with complete records to the Western Master Freight Division.
9. Discussion was held on the changes in the Rules of the J.W.A.C. to provide a billing procedure for the collection of the \$25.00 filing fee.
10. ADJOURNMENT.



THE FOLLOWING POWERS OF ATTORNEY  
HAVE BEEN APPROVED BY THE  
WESTERN MASTER FRIEGHT DIVISION  
(JWAC - FEBRUARY, 1971)

American Transfer Co. - WSA Master Agreement and the Agricultural and Horticultural Transportation Supplemental Agreement, and the Lumber Hauling Rider. Concurrence from Local No. 431 on October 15, 1970. Approved WMFD October 23, 1970.

Dealers Transit, Inc. - WSA Automotive Shop and Truck Servicing Supplemental Agreement. Concurrence from Local No. 88 on December 4, 1970. Approved WMFD December 14, 1970.

Dealers Transit, Inc. - WSA Heavy Specialized & Oilfield Supplemental Agreement. Concurrence from Local 224 on December 22, 1970. Approved WMFD January 4, 1971.

Dealers Transit, Inc. - National Master Freight Agreement and WSA Over the Road Supplement, WSA Office Employees Supplemental Agreement, and WSA Master Agreement and Heavy Specialized & Oilfield Supplemental Agreement, and Calif-Ariz-Nevada Transport Tank Supplemental Agreement. Concurrence from Local No. 235 on December 16, 1970. Approved WMFD January 8, 1971.

Dealers Transit, Inc. - National Master Freight Agreement and the WSA Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement. Concurrence from Local No. 287 on December 8, 1970. Approved WMFD December 14, 1970.

Dealers Transit, Inc. - National Master Freight Agreement and WSA Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement. Concurrence from Local No. 357 on December 4, 1970. Approved WMFD December 14, 1970.

Dealers Transit, Inc. - National Master Freight Agreement and WSA Over the Road Supplemental Agreement. Concurrence from Local No. 468 on January 7, 1971. Approved WMFD January 15, 1971.

Imperial Truck Lines - Western States Area Master Agreement and WSA Automotive Shop and Truck Servicing Supplemental Agreement. Concurrence from Local No. 495 on January 20, 1971. Approved WMFD January 29, 1971.

Wallace Transport - National Master Freight Agreement and WSA Over the Road Supplemental Agreement, and the WSA Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement. Concurrence from Local No. 137 on December 3, 1970. Approved WMFD December 10, 1970.



## STANDARD CONTRACT PARTICIPATION

(JWAC - FEBRUARY, 1971)

Alco Transportation and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Alvarez Trucking and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 12-14-70.

American Consolidators and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Arctic Container Service and Local No. 741. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-8-71.

Astor Truck-Rite, Inc. and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Auto Fast Freight and Local No. 467. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 12-14-70.

D.A. Brown Trucking Co. and Local No. 87. Oilfield Equipment Supplemental Agreement. Approved WMFD 1-4-71.

Chacon Trucking and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Crown Heating and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Daigh & Stewart Trucking Co. and Local No. 87. Oilfield Equipment Supplemental Agreement. Approved WMFD 1-4-71.

Delliplaine Trucking Co. and Local No. 87. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-8-71.

Golden West Freight Lines and Local No. 87. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-8-71.

Green's Trucking and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Kings County Truck Lines and Local No. 94. National Master & Western States Area Over the Road Supplemental Agreement. Approved WMFD 1-27-71.

H. Kohnstamm & Co., Inc. and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Krown Transportation Co. and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Chas. A. Lasater & Co. and Local No. 741. National Master & Western States Area Over the Road and Pickup & Delivery Supplemental Agreements. Approved 12-14-70.

A.S. Mason and Local No. 87. Oilfield Equipment Supplemental Agreement. Approved WMFD 1-4-71.

McKinney Express Service and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-4-71.

C.H. Miller Transportation Co. and Local No. 87. Oilfield Equipment Supplemental Agreement. Approved WMFD 1-4-71.

Moser Trucking, Inc. and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Oglesby Trucking Co. and Local No. 87. California-Arizona-Nevada Transport Tank Agreement. Approved WMFD 1-20-71.

Ohio Transfer and Local No. 208. Western States Area Heavy Specialized and Oilfield Supplemental Agreement. Approved WMFD 2-1-71.

Oka Transfer Co. and Local No. 208. National Master & Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-20-71.



Standard Contract Participation (continued)

Pacific Commercial Warehouse Co. and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Pacific Northwest Motor Freight Lines, Inc. and Local No. 741. National Master and Western States Area Over the Road, and Pickup & Delivery Supplemental Agreements. Approved WMFD 1-4-71.

Page Trucking and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 12-14-70.

Panda Terminals (Republic Carloading & Dist.) and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Peninsula-Oak Harbor Freight Lines and Local No. 741. National Master and Western States Area Over the Road, and Pickup & Delivery Supplemental Agreements. Approved WMFD 12-14-70.

Ted Peters Trucking and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Rams Express and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Rep-Trans, Inc. and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-18-71.

Scott Transportation Co. and Local No. 467. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-8-71.

Shield Trucking Co. and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Signal Trucking Service and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Tetro Bros. Trucking and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved 1-27-71.

United Riggers & Erectors and Local No. 208. National Master and Western States Area Pickup & Delivery, Heavy Specialized & Oilfield Supplemental Agreements. Approved WMFD 1-4-71.

V. Van Dyke Trucking, Inc. and Local No. 741. Commercial Anywhere for Hire Carriers Labor Agreement and Scale of Wages Supplement. Approved WMFD 1-8-71.

Alex Vasquez Trucking and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

W B Express and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Webster Delivery Service, Inc. and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-27-71.

Western Truck Manpower, Inc. and Local No. 208. National Master and Western States Area Pickup & Delivery Supplemental Agreement. Approved WMFD 1-4-71.



## STANDARD CONTRACT PARTICIPATION

### THE FOLLOWING PARTIES HAVE ENTERED INTO "ME-TOO" AGREEMENTS

(JWAC - February, 1971)

American Consolidators and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Arrow-Lifschultz Co. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Big Pine Trucking and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Cal-Canadian Transportation and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

California Delivery Service and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Clipper Carloading Co. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Dealers Transit, Inc. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Dee Bee Cartage Co. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Dependable Trucking Co. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Eckdahl Warehouse Co. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Freight Builders and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Gilboy Co. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Great Western Container Freight Transport and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

James H. Kaufman, D.D.S. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Lents, Inc. and Local Union No. 672. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 8, 1971.

Metropolitan Terminals and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Panda Terminals (Republic Carloading Corp.) and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Pozas Bros. Trucking and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Rams Express and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Rep-Trans, Inc. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Republic Carloading & Dist. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Sav-On Freight and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Signal Trucking Service and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Southwest Tank Lines and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.



STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME-TOO" AGREEMENTS

(JWAC - February, 1971)

Swift Transportation and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Transport Clearings of Los Angeles and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

Western Freight Association and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.

WTC Air Freight and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD January 12, 1971.